

<i>SERFF Tracking Number:</i>	<i>ELAS-127154436</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48678</i>
<i>Company Tracking Number:</i>	<i>ICC11BASE1-A</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Accumulator 11</i>		
<i>Project Name/Number:</i>	<i>Accumulator 11/ICC11BASE1-A</i>		

Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Accumulator 11	SERFF Tr Num: ELAS-127154436	State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable	SERFF Status: Closed-Approved- Closed	State Tr Num: 48678
Sub-TOI: A02.11.002 Flexible Premium	Co Tr Num: ICC11BASE1-A	State Status: Approved-Closed
Filing Type: Form	Author: Robert Palermo	Reviewer(s): Linda Bird
	Date Submitted: 05/04/2011	Disposition Date: 05/18/2011
		Disposition Status: Approved- Closed
Implementation Date Requested: 06/06/2011		Implementation Date:
State Filing Description:		

General Information

Project Name: Accumulator 11	Status of Filing in Domicile: Not Filed
Project Number: ICC11BASE1-A	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 05/18/2011
	State Status Changed: 05/11/2011
Deemer Date:	Created By: Robert Palermo
Submitted By: Robert Palermo	Corresponding Filing Tracking Number:
Filing Description:	
Please see attached filing letter for details.	

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President	greg.prato@axa-equitable.com
1290 Avenue of the Americas, 14th Floor	212-314-5710 [Phone]
New York, NY 10104	212-314-3380 [FAX]

Filing Company Information

SERFF Tracking Number: ELAS-127154436 State: Arkansas
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678
 Company Tracking Number: ICC11BASE1-A
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Accumulator 11
 Project Name/Number: Accumulator 11/ICC11BASE1-A

AXA Equitable Life Insurance Company CoCode: 62944 State of Domicile: New York
 1290 Avenue of the Americas, 14-10 Group Code: 968 Company Type: LIFE Insurance
 New York,, NY 10104 Group Name: State ID Number:
 (212) 314-2921 ext. [Phone] FEIN Number: 13-5570651

Filing Fees

Fee Required? Yes
 Fee Amount: \$1,350.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form (27) = \$1,350.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$1,350.00	05/04/2011	47256060

SERFF Tracking Number:	ELAS-127154436	State:	Arkansas
Filing Company:	AXA Equitable Life Insurance Company	State Tracking Number:	48678
Company Tracking Number:	ICC11BASE1-A		
TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable	Sub-TOI:	A02.11.002 Flexible Premium
Product Name:	Accumulator 11		
Project Name/Number:	Accumulator 11/ICC11BASE1-A		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/18/2011	05/18/2011
Approved-Closed	Linda Bird	05/11/2011	05/11/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Accumulator All Series Application for an Individual Annuity	Robert Palermo	05/18/2011	05/18/2011
Form	Accumulator All Series Application for an Individual Annuity	Robert Palermo	05/18/2011	05/18/2011
Supporting Document	Variable Text/SOV Memorandums	Robert Palermo	05/18/2011	05/18/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to reopen this filing	Note To Filer	Linda Bird	05/18/2011	05/18/2011
Request to reopen this filing	Note To Reviewer	Robert Palermo	05/18/2011	05/18/2011
Request to reopen this filing	Note To Reviewer	Robert Palermo	05/11/2011	05/11/2011

<i>SERFF Tracking Number:</i>	<i>ELAS-127154436</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48678</i>
<i>Company Tracking Number:</i>	<i>ICC11BASE1-A</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>Accumulator 11</i>		
<i>Project Name/Number:</i>	<i>Accumulator 11/ICC11BASE1-A</i>		

Disposition

Disposition Date: 05/18/2011

Implementation Date:

Status: Approved-Closed

Comment: Company has made corrections to the original submission.

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-127154436 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678

Company Tracking Number: ICC11BASE1-A

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Accumulator 11

Project Name/Number: Accumulator 11/ICC11BASE1-A

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document (revised)	Variable Text/SOV Memorandums		Yes
Supporting Document	Variable Text/SOV Memorandums	Replaced	Yes
Supporting Document	Compliance Certification		Yes
Supporting Document	Filing Letter		Yes
Form	FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT		Yes
Form	FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT		Yes
Form	Data Pages		Yes
Form	Data Pages		Yes
Form	Data Pages		Yes
Form	Data Pages		Yes
Form	Data Pages		Yes
Form	Data Pages		Yes
Form	ENDORSEMENT APPLICABLE TO THE ASSET TRANSFER PROGRAM ("ATP")		Yes
Form	ENDORSEMENT APPLICABLE TO ALLOCATION OPTIONS		Yes
Form	ENDORSEMENT APPLICABLE TO GUARANTEED INTEREST SPECIAL DOLLAR COST AVERAGING		Yes
Form	ENDORSEMENT APPLICABLE TO SPECIAL MONEY MARKET DOLLAR COST AVERAGING		Yes
Form	INHERITED ROTH IRA BENEFICIARY CONTINUATION OPTION (BCO) ENDORSEMENT		Yes
Form	INHERITED TRADITIONAL IRA BENEFICIARY CONTINUATION OPTION (BCO) ENDORSEMENT		Yes

SERFF Tracking Number: ELAS-127154436 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678
Company Tracking Number: ICC11BASE1-A
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Accumulator 11

Project Name/Number: Accumulator 11/ICC11BASE1-A

Form	ENDORSEMENT APPLICABLE TO	Yes
	TRADITIONAL IRA CONTRACTS	
Form	ENDORSEMENT APPLICABLE TO	Yes
	ROTH IRA CONTRACTS	
Form	ENDORSEMENT APPLICABLE TO	Yes
	NON-QUALIFIED CONTRACTS	
Form	ENDORSEMENT APPLICABLE TO	Yes
	QUALIFIED DEFINED BENEFIT PLANS	
Form	ENDORSEMENT APPLICABLE TO	Yes
	QUALIFIED DEFINED CONTRIBUTION	
	PLANS	
Form	"GREATER OF" DEATH BENEFIT	Yes
	RIDER	
Form	HIGHEST ANNIVERSARY VALUE	Yes
	DEATH BENEFIT RIDER	
Form	HIGHEST ANNIVERSARY VALUE	Yes
	DEATH BENEFIT RIDER	
Form	EARNINGS ENHANCEMENT BENEFIT	Yes
	OPTIONAL DEATH BENEFIT RIDER	
Form	GUARANTEED MINIMUM INCOME	Yes
	BENEFIT RIDER I with Guaranteed	
	Withdrawal Benefit for Life Conversion	
	Benefit	
Form (revised)	Accumulator All Series Application for an	Yes
	Individual Annuity	
Form	Accumulator All Series Application for an Replaced	Yes
	Individual Annuity	
Form (revised)	Accumulator All Series Application for an	Yes
	Individual Annuity	
Form	Accumulator All Series Application for an Replaced	Yes
	Individual Annuity	
Form	Combination fixed and variable deferred	Yes
	annuity Application for Individual Contract	

<i>SERFF Tracking Number:</i>	<i>ELAS-127154436</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48678</i>
<i>Company Tracking Number:</i>	<i>ICC11BASE1-A</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Accumulator 11</i>		
<i>Project Name/Number:</i>	<i>Accumulator 11/ICC11BASE1-A</i>		

Disposition

Disposition Date: 05/11/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-127154436 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678

Company Tracking Number: ICC11BASE1-A

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Accumulator 11

Project Name/Number: Accumulator 11/ICC11BASE1-A

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document (revised)	Variable Text/SOV Memorandums		Yes
Supporting Document	Variable Text/SOV Memorandums	Replaced	Yes
Supporting Document	Compliance Certification		Yes
Supporting Document	Filing Letter		Yes
Form	FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT		Yes
Form	FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT		Yes
Form	Data Pages		Yes
Form	Data Pages		Yes
Form	Data Pages		Yes
Form	Data Pages		Yes
Form	Data Pages		Yes
Form	Data Pages		Yes
Form	ENDORSEMENT APPLICABLE TO THE ASSET TRANSFER PROGRAM ("ATP")		Yes
Form	ENDORSEMENT APPLICABLE TO ALLOCATION OPTIONS		Yes
Form	ENDORSEMENT APPLICABLE TO GUARANTEED INTEREST SPECIAL DOLLAR COST AVERAGING		Yes
Form	ENDORSEMENT APPLICABLE TO SPECIAL MONEY MARKET DOLLAR COST AVERAGING		Yes
Form	INHERITED ROTH IRA BENEFICIARY CONTINUATION OPTION (BCO) ENDORSEMENT		Yes
Form	INHERITED TRADITIONAL IRA BENEFICIARY CONTINUATION OPTION (BCO) ENDORSEMENT		Yes

SERFF Tracking Number: ELAS-127154436 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678
Company Tracking Number: ICC11BASE1-A
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Accumulator 11

Project Name/Number: Accumulator 11/ICC11BASE1-A

Form	ENDORSEMENT APPLICABLE TO	Yes
	TRADITIONAL IRA CONTRACTS	
Form	ENDORSEMENT APPLICABLE TO	Yes
	ROTH IRA CONTRACTS	
Form	ENDORSEMENT APPLICABLE TO	Yes
	NON-QUALIFIED CONTRACTS	
Form	ENDORSEMENT APPLICABLE TO	Yes
	QUALIFIED DEFINED BENEFIT PLANS	
Form	ENDORSEMENT APPLICABLE TO	Yes
	QUALIFIED DEFINED CONTRIBUTION	
	PLANS	
Form	"GREATER OF" DEATH BENEFIT	Yes
	RIDER	
Form	HIGHEST ANNIVERSARY VALUE	Yes
	DEATH BENEFIT RIDER	
Form	HIGHEST ANNIVERSARY VALUE	Yes
	DEATH BENEFIT RIDER	
Form	EARNINGS ENHANCEMENT BENEFIT	Yes
	OPTIONAL DEATH BENEFIT RIDER	
Form	GUARANTEED MINIMUM INCOME	Yes
	BENEFIT RIDER I with Guaranteed	
	Withdrawal Benefit for Life Conversion	
	Benefit	
Form (revised)	Accumulator All Series Application for an	Yes
	Individual Annuity	
Form	Accumulator All Series Application for an Replaced	Yes
	Individual Annuity	
Form (revised)	Accumulator All Series Application for an	Yes
	Individual Annuity	
Form	Accumulator All Series Application for an Replaced	Yes
	Individual Annuity	
Form	Combination fixed and variable deferred	Yes
	annuity Application for Individual Contract	

SERFF Tracking Number: ELAS-127154436 State: Arkansas
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678
 Company Tracking Number: ICC11BASE1-A
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Accumulator 11
 Project Name/Number: Accumulator 11/ICC11BASE1-A

Amendment Letter

Submitted Date: 05/18/2011

Comments:

Dear Ms. Bird:

Thank you for reopening this filing. As stated in our note to reviewer, we have replaced Application 2011 App 01 ACC11, Application 2011 App 02 ACC11 and the SOVs for both Applications. The following note below explains the changes to this forms mentioned:

We inadvertently omitted the bracketing of the Annual and Deferral Bonus Rollup Rates in Section 5A of the applications. Accordingly, we have bracketed those values and revised the Statement of Variability to include a range of 0.5% to 10% for the range associated with those values. The previously approved version of the applications have not been used and will not be used.

We look forward to the approval to this forms.

Sincerely,

Robert Palermo
 State Filing Specialist

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
2011 App 01 ACC11	Application/Enrollment Form	EAccumulator Initial All Series Application for an Individual Annuity					0.000	Enrollment Form- Application - Gen - 2011 App 01 ACC11 Revised.PDF

SERFF Tracking Number: ELAS-127154436 State: Arkansas
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 Company Tracking Number: ICC11BASE1-A
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable

Product Name: Accumulator 11
 Project Name/Number: Accumulator 11/ICC11BASE1-A

2011 App 02 Application/EAccumulator Initial	0.000	Enrollment
ACC11 nrollment All Series		Form-
Form Application		Application -
for an		Gen - 2011
Individual		App 02
Annuity		ACC11
		Revised.PDF

Supporting Document Schedule Item Changes:

User Added -Name: Variable Text/SOV Memorandums

Comment: Replacing only the SOVs for 2011 App 01 ACC11 and 2011 App 02 ACC11 with revised SOVs.

- Acc11-SOV B Share Data Pgs_Non ICC indiv.pdf
- Acc11-SOV C Share Data Pgs_Non ICC indiv.pdf
- Acc11-SOV CP Share Data Pgs_Non ICC indiv.pdf
- Acc11-SOV L Share Data Pgs_Non ICC indiv.pdf
- ICC11 VTM for Market Endorsements_Non ICC indiv.pdf
- VTM ICC11GMDB_Non ICC indiv.pdf
- VTM ICC11GMIB_Non ICC indiv.pdf
- VTM ICC11GOA ICC11ATP ICC11SDCA and ICC11MMSDCA_Non ICC indiv.pdf
- SOV - Gen - E 2011 App 02 ACC11.pdf
- SOV - Gen - Rev 2011 App 01 ACC11.PDF
- SOV - Gen - Rev 2011 App 02 ACC11.PDF

SERFF Tracking Number: ELAS-127154436 *State:* Arkansas
Filing Company: AXA Equitable Life Insurance Company *State Tracking Number:* 48678
Company Tracking Number: ICC11BASE1-A
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: Accumulator 11
Project Name/Number: Accumulator 11/ICC11BASE1-A

Note To Filer

Created By:

Linda Bird on 05/18/2011 10:33 AM

Last Edited By:

Linda Bird

Submitted On:

05/18/2011 10:33 AM

Subject:

Request to reopen this filing

Comments:

Filing has been re-opened in order for correction to be made in the original submission.

SERFF Tracking Number: ELAS-127154436 *State:* Arkansas
Filing Company: AXA Equitable Life Insurance Company *State Tracking Number:* 48678
Company Tracking Number: ICC11BASE1-A
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: Accumulator 11
Project Name/Number: Accumulator 11/ICC11BASE1-A

Note To Reviewer

Created By:

Robert Palermo on 05/18/2011 09:20 AM

Last Edited By:

Robert Palermo

Submitted On:

05/18/2011 09:21 AM

Subject:

Request to reopen this filing

Comments:

Dear Ms. Bird;

We inadvertently omitted the bracketing of the Annual and Deferral Bonus Rollup Rates in Section 5A of the applications. Accordingly, we have bracketed those values and revised the Statement of Variability to include a range of 0.5% to 10% for the range associated with those values. We would like to replace the previously submitted applications with revised applications when this filing reopens. The previously approved version of the applications have not been used and will not be used. We apologize for any confusion this may cause.

Thanks.

Richard M. Walsh

Assistant Vice President

SERFF Tracking Number: ELAS-127154436 *State:* Arkansas
Filing Company: AXA Equitable Life Insurance Company *State Tracking Number:* 48678
Company Tracking Number: ICC11BASE1-A
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: Accumulator 11
Project Name/Number: Accumulator 11/ICC11BASE1-A

Note To Reviewer

Created By:

Robert Palermo on 05/11/2011 02:56 PM

Last Edited By:

Robert Palermo

Submitted On:

05/11/2011 02:56 PM

Subject:

Request to reopen this filing

Comments:

Dear Ms. Bird;

We inadvertently omitted the bracketing of the Annual and Deferral Bonus Rollup Rates in Section 5A of the applications. Accordingly, we have bracketed those values and revised the Statement of Variability to include a range of 0.5% to 10% for the range associated with those values. We would like to replace the previously submitted applications with revised applications when this filing reopens. The previously approved version of the applications have not been used and will not be used. We apologize for any confusion this may cause.

Thanks.

Richard M. Walsh
Assistant Vice President

SERFF Tracking Number: ELAS-127154436 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678

Company Tracking Number: ICC11BASE1-A

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Accumulator 11

Project Name/Number: Accumulator 11/ICC11BASE1-A

Form Schedule

Lead Form Number: ICC11BASE1-A

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ICC11BAS E1-A	Policy/Contract Certificate	FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT	Initial		0.000	ICC11BASE1-A (Non-ICC Individual Contract - C_final).pdf
	ICC11BAS E2-A	Policy/Contract Certificate	FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT	Initial		0.000	ICC11BASE2-A (Non ICC Indiv Contract_B,L CP_final).pdf
	ICC11DPA CC-B	Data/Declaration Pages		Initial		0.000	ACC 11 B DP_final.pdf
	ICC11DPA CC-C	Data/Declaration Pages		Initial		0.000	ACC 11 C DP_final.pdf
	ICC11DPA CC-CP	Data/Declaration Pages		Initial		0.000	ACC 11 CP DP_final.pdf
	ICC11DPA CC-L	Data/Declaration Pages		Initial		0.000	ACC 11 L DP_final.pdf
	ICC11DP-TGAP-A	Data/Declaration Pages		Initial		0.000	Current TABLE OF GUARANTEE D ANNUITY PAYMENTS Data Pages - A.pdf
	ICC11DP-TGAP-B	Data/Declaration Pages		Initial		0.000	Alternate TABLE OF GUARANTEE

SERFF Tracking Number: ELAS-127154436 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678

Company Tracking Number: ICC11BASE1-A

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Accumulator 11

Project Name/Number: Accumulator 11/ICC11BASE1-A

				D ANNUITY PAYMENTS B.pdf
ICC11ATP	Policy/Cont ENDORSEMENT ract/Fratern APPLICABLE TO al THE ASSET Certificate: TRANSFER Amendmen PROGRAM ("ATP") t, Insert Page, Endorseme nt or Rider	Initial	0.000	ATP Endorsement _final.pdf
ICC11GOA	Policy/Cont ENDORSEMENT ract/Fratern APPLICABLE TO al ALLOCATION Certificate: OPTIONS Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	GOA Endorsement _final.pdf
ICC11SDC A	Policy/Cont ENDORSEMENT ract/Fratern APPLICABLE TO al GUARANTEED Certificate: INTEREST SPECIAL Amendmen DOLLAR COST t, Insert AVERAGING Page, Endorseme nt or Rider	Initial	0.000	ICC11 SDCA_final.p df
ICC11MMS DCA	Policy/Cont ENDORSEMENT ract/Fratern APPLICABLE TO al SPECIAL MONEY Certificate: MARKET DOLLAR Amendmen COST AVERAGING t, Insert Page,	Initial	0.000	ICC11 SMMDCA_fin al.pdf

SERFF Tracking Number: ELAS-127154436 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678
Company Tracking Number: ICC11BASE1-A
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Accumulator 11
Project Name/Number: Accumulator 11/ICC11BASE1-A

ICC11INHR	Policy/Cont INHERITED ROTH	Initial	0.000	ACC11- INHERITED ROTH IRA BCO ENDORSEM ENT_final.pdf
OTH1	ract/Fratern IRA BENEFICIARY al CONTINUATION Certificate: OPTION (BCO) Amendmen ENDORSEMENT t, Insert Page, Endorseme nt or Rider			
ICC11INH	Policy/Cont INHERITED	Initial	0.000	End - ICC11INH
RA1	ract/Fratern TRADITIONAL IRA al BENEFICIARY Certificate: CONTINUATION Amendmen OPTION (BCO) t, Insert ENDORSEMENT Page, Endorseme nt or Rider			IRA 1 - ACC 11- INHERITED IRA BCO ENDORSEM ENT_final.pdf
ICC11IRA	Policy/Cont ENDORSEMENT	Initial	0.000	End - ICC11IRA
1	ract/Fratern APPLICABLE TO al TRADITIONAL IRA Certificate: CONTRACTS Amendmen t, Insert Page, Endorseme nt or Rider			1 - ACC 11-IRA ENDORSEM ENT_final.pdf
ICC11ROT	Policy/Cont ENDORSEMENT	Initial	0.000	End - ICC11ROT
H1	ract/Fratern APPLICABLE TO al ROTH IRA Certificate: CONTRACTS Amendmen t, Insert Page, Endorseme			H1 - ACC 11- ROTH IRA ENDORSEM ENT_final.pdf

SERFF Tracking Number: ELAS-127154436 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678
Company Tracking Number: ICC11BASE1-A
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Accumulator 11
Project Name/Number: Accumulator 11/ICC11BASE1-A

ICC11NQ1	Policy/Cont ENDORSEMENT ract/Fratern APPLICABLE TO al NON-QUALIFIED Certificate: CONTRACTS Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	End - ICC11NQ1 - ACC 11-NQ ENDORSEM ENT_final.pdf
ICC11QP- DB1	Policy/Cont ENDORSEMENT ract/Fratern APPLICABLE TO al QUALIFIED Certificate: DEFINED BENEFIT Amendmen PLANS t, Insert Page, Endorseme nt or Rider	Initial	0.000	End - ICC11QP- DB1 - QPDB ACC 11_final.pdf
ICC11QP- DC1	Policy/Cont ENDORSEMENT ract/Fratern APPLICABLE TO al QUALIFIED Certificate: DEFINED Amendmen CONTRIBUTION t, Insert PLANS Page, Endorseme nt or Rider	Initial	0.000	QPDC ACC 11_final.pdf
ICC11GMD BGR	Policy/Cont "GREATER OF" ract/Fratern DEATH BENEFIT al RIDER Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	Rid - ICC11GMDB GR_final.pdf

SERFF Tracking Number: ELAS-127154436 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678

Company Tracking Number: ICC11BASE1-A

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Accumulator 11

Project Name/Number: Accumulator 11/ICC11BASE1-A

ICC11GMD	Policy/Cont HIGHEST	Initial	0.000	ICC11GMDB
BHAV	ract/Fratern ANNIVERSARY			HAV_final.pdf
	al VALUE DEATH			
	Certificate: BENEFIT RIDER			
	Amendmen			
	t, Insert			
	Page,			
	Endorseme			
	nt or Rider			
ICC11GMD	Policy/Cont HIGHEST	Initial	0.000	ICC11GMDB
BHAV-IB	ract/Fratern ANNIVERSARY			HAV-
	al VALUE DEATH			IB_final.pdf
	Certificate: BENEFIT RIDER			
	Amendmen			
	t, Insert			
	Page,			
	Endorseme			
	nt or Rider			
ICC11EEB	Policy/Cont EARNINGS	Initial	0.000	Rid -
	ract/Fratern ENHANCEMENT			ICC11EEB_fi
	al BENEFIT OPTIONAL			nal.pdf
	Certificate: DEATH BENEFIT			
	Amendmen RIDER			
	t, Insert			
	Page,			
	Endorseme			
	nt or Rider			
ICC11GMI	Policy/Cont GUARANTEED	Initial	0.000	Rid -
B	ract/Fratern MINIMUM INCOME			ICC11GMIB_
	al BENEFIT RIDER I			5_final.pdf
	Certificate: with Guaranteed			
	Amendmen Withdrawal Benefit			
	t, Insert for Life Conversion			
	Page, Benefit			
	Endorseme			
	nt or Rider			
2011 App	Application/ Accumulator All	Initial	0.000	Enrollment

SERFF Tracking Number:	ELAS-127154436	State:	Arkansas
Filing Company:	AXA Equitable Life Insurance Company	State Tracking Number:	48678
Company Tracking Number:	ICC11BASE1-A		
TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable	Sub-TOI:	A02.11.002 Flexible Premium
Product Name:	Accumulator 11		
Project Name/Number:	Accumulator 11/ICC11BASE1-A		

01 ACC11	Enrollment Series Application for Form an Individual Annuity			Form-Application - Gen - 2011 App 01 ACC11 Revised.PDF
2011 App	Application/ Accumulator All Initial	0.000		Enrollment
02 ACC11	Enrollment Series Application for Form an Individual Annuity			Form-Application - Gen - 2011 App 02 ACC11 Revised.PDF
E 2011 App	Application/Combination fixed Initial	0.000		Enrollment
02 ACC11	Enrollment and variable deferred Form annuity Application for Individual Contract			Form-Application - E 2011 App 02 ACC11.pdf

Owner: [JOHN DOE]
[Applicable for Joint Owner Non-Qualified Contracts only, if so titled]
[Joint Owner: Doris Doe]
Annuitant: [JOHN DOE]
[Applicable for Non-Qualified Contracts only, if so titled]
[Joint Annuitant: Doris Doe]
Contract Number: [00000]
Contract Date: [January 1, 2011]

FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT

Processing Office: [AXA Equitable Life Insurance Company, P.O. Box 1547,
Secaucus, New Jersey 07096-1547
Telephone: (800)-789-7771
www.axa-equitable.com]

This is the entire Contract. This Contract is issued in return for the Contributions to be made to us under this Contract. This Contract becomes effective on the Contract Date. The Annuitant and the Owner must be living on the Contract Date.

In this Contract, "we", "our" and "us" mean AXA Equitable Life Insurance Company. "You" and "your" mean the Owner.

We will provide the benefits and other rights pursuant to the terms of this Contract.

TEN DAYS TO EXAMINE CONTRACT - Not later than ten days after you receive this Contract, you may return it to us. We will cancel it and refund any Contribution you made to us.

AXA EQUITABLE LIFE INSURANCE COMPANY, a stock life insurance company.

Home Office address: [1290 Avenue of the Americas, New York, New York 10104]

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

The portion of Annuity Account Value held in the Variable Separate Account may increase or decrease in value. The amount of the Annuity Benefit will be equal to the sum of any Fixed Annuity Benefit and any Variable Annuity Benefit. The amount of any Variable Annuity Benefit may increase or decrease depending on the investment experience of the Separate Account.

NON-PARTICIPATING

This Contract consists of the cover page, the succeeding Contract pages, the Data Pages, an Endorsement containing provisions applicable to the federal income tax qualification of your Contract or the provisions specific to Non-Qualified Contracts, any other Endorsements, and the optional benefit Riders attached and listed in the Data Pages, which describe any optional benefits you elected. This is the entire Contract.

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PART I – DEFINITIONS

SECTION 1.01 ANNUITANT

“Annuitant” means the individual shown as such in the Data Pages, or any successor Annuitant.

SECTION 1.02 ANNUITY ACCOUNT VALUE

“Annuity Account Value” means the sum of the amounts held for you in the Investment Options.

SECTION 1.03 ANNUITY BENEFIT

“Annuity Benefit” means a benefit payable by us as described in Part VII.

SECTION 1.04 BUSINESS DAY

“Business Day” means generally any day on which the New York Stock Exchange is open for trading and generally ends at 4:00 pm Eastern Time or such other time as we state in writing to the Owner.

SECTION 1.05 CASH VALUE

“Cash Value” means an amount equal to the Annuity Account Value, less any charges that apply as described in Part VIII and any charges that may apply as described in any applicable Endorsement(s) or Rider(s).

SECTION 1.06 CODE

“Code” means the Internal Revenue Code of 1986, as amended at any time, or any corresponding provisions of prior or subsequent United States revenue laws. References to the “Code” in this Contract include references to applicable Federal income tax regulations.

SECTION 1.07 CONTRACT

“Contract” means this Contract including the Data Pages, an Endorsement containing provisions applicable to the federal income tax qualification of your Contract or the provisions specific to Non-Qualified Contracts, any other Endorsement(s), and the optional benefit Rider(s) attached hereto, which describe any optional benefits you elected. This is the entire Contract.

SECTION 1.08 CONTRACT DATE

“Contract Date” means the earlier of: (a) the date on which the Owner is enrolled under the Contract according to our enrollment procedures, or (b) in conjunction with certain exchanges, the date of enrollment under a prior Contract. The Contract Date is shown in the Data Pages.

SECTION 1.09 CONTRACT DATE ANNIVERSARY

A Contract Date Anniversary is the last day of the Contract Year unless otherwise stated in the Data Pages. For purposes of any events provided under the terms and conditions of this Contract which occur on a Contract Date Anniversary, if the Contract Date Anniversary is on a non-Business Day, then the Transaction Date for such events will be the Business Day immediately preceding the Contract Date Anniversary.

SECTION 1.10 CONTRACT YEAR

“Contract Year” means the twelve-month period starting on (i) the Contract Date and (ii) the same date each subsequent year, unless we agree to another period.

SECTION 1.11 CONTRIBUTION

“Contribution” means a payment made to us under the Contract. See Section 3.01.

SECTION 1.12 EMPLOYER

“Employer” means, if applicable, an employer as defined in an Endorsement attached hereto.

SECTION 1.13 INVESTMENT FUND

“Investment Fund” means a trust or other investment company or a separate class (or series) of shares of a specified trust or investment company where each class (or series) represents a separate portfolio in the specified trust or investment company.

SECTION 1.14 INVESTMENT OPTION

“Investment Option” means the Guaranteed Interest Option, a Separate Account, or a Variable Investment Option of a Separate Account.

SECTION 1.15 MATURITY DATE

“Maturity Date” means the date on which the annuity payments described in Part VII are to commence. The Maturity Date is shown in the Data Pages.

SECTION 1.16 NON-NATURAL OWNER

“Non-Natural Owner” means an Owner who is not an individual. Benefits thereunder, are determined by the age of the Annuitant. If there is an ownership change under a Contract owned by a Non-Natural Owner to an individual, the original Annuitant or Joint Annuitant, if applicable, continues to determine the benefits under the Contract.

SECTION 1.17 OWNER

“Owner” means the person or entity shown as such on the cover page, in the Data Pages, or in any Endorsement and includes any successor owner.

SECTION 1.18 PLAN

"Plan" means a retirement savings plan adopted by an Employer that is intended to meet the requirements for qualification under either Section 401(a) of the Code or 403(b) of the Code.

SECTION 1.19 PRIOR CONTRACT

“Prior Contract” means another contract or certificate issued by us, or one of our affiliates, from which the Owner and we have agreed to transfer amounts to this Contract.

SECTION 1.20 PROCESSING DATE

“Processing Date” is each Contract Date Anniversary.

SECTION 1.21 PROCESSING OFFICE

“Processing Office” means the AXA Equitable Processing office shown on the cover page of this Contract, or such other location we may state upon written notice to you.

SECTION 1.22 SEPARATE ACCOUNT

“Separate Account” means any of the Separate Accounts described or referred to in Sections 2.02 and 2.05 and the Data Pages of this Contract.

SECTION 1.23 TRANSACTION DATE

The Transaction Date is the Business Day we receive at the Processing Office a Contribution or a transaction request providing the information we need. Transaction requests must be in a form acceptable to us.

SECTION 1.24 VARIABLE INVESTMENT OPTION

“Variable Investment Option” means a separate account or a subdivision of a Separate Account available under this Contract. A Variable Investment Option may invest its assets in an Investment Fund.

PART II - INVESTMENT OPTIONS

SECTION 2.01 GUARANTEED INTEREST OPTION

Any amount held in the Guaranteed Interest Option becomes part of the assets in our general account, which supports the guarantees of the Contract and other contracts.

The amount the Guaranteed Interest Option at any time is equal to:

- all amounts that have been allocated or transferred to the Guaranteed Interest Option, plus
- the amount of any interest credited, less
- all amounts that have been withdrawn (including charges) or transferred from such Option.

We will credit the amount held in the Guaranteed Interest Option with interest at effective rates that we set periodically. We will set an annual guaranteed interest rate that will remain in effect for a stated twelve-month period or a calendar year. We will also set a minimum guaranteed interest rate that will be effective for the duration of the Contract. The Data Pages show the initial rate(s) that apply.

We guarantee that any rate so set after your Contract Date will never be less than the lifetime minimum guaranteed interest rate shown in the Data Pages.

SECTION 2.02 SEPARATE ACCOUNT

We have established the Separate Account(s) and maintain such Account(s) in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets of the Separate Account(s) are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in the Separate Account(s) to support this Contract and other variable annuity contracts and certificates. Assets may be placed in the Separate Account(s) for other purposes, but not to support contracts or policies other than variable annuities and variable life insurance.

The Data Pages set forth the Separate Account(s). A Separate Account may be subdivided into Variable Investment Options.

The assets of a Separate Account are our property. The portion of such assets equal to the reserves and other contract liabilities will not be chargeable with liabilities which arise out of any other business we conduct. We may transfer assets of a Separate Account in excess of the reserves and other liabilities with respect to such Account to another Separate Account or to our general account.

We may, at our discretion, invest Separate Account assets in any investment permitted by applicable law. We may rely conclusively on the opinion of counsel (including counsel in our employ) as to what investments we may make as law permits.

SECTION 2.03 SEPARATE ACCOUNT ACCUMULATION UNITS AND UNIT VALUES

The amount you have in a Variable Investment Option at any time is equal to the number of Accumulation Units you have in that Variable Investment Option multiplied by the Variable Investment Option's Accumulation Unit Value at that time. "Accumulation Unit" means a unit which is purchased in a Separate Account. "Accumulation Unit Value" means the dollar value of each Accumulation unit in a Separate Account on a given date. (If Variable Investment Options apply as described in Section 2.02, then the terms of this Section 2.03 apply separately to each Variable Investment Option, unless otherwise stated.)

Amounts allocated or transferred to a Separate Account are used to purchase Accumulation Units of that Account. Units are redeemed when amounts are deducted, transferred or withdrawn.

The number of Accumulation Units you have in a Separate Account at any time is equal to the number of Accumulation Units purchased minus the number of Units redeemed in that Account up to that time. The number of Accumulation Units purchased or redeemed in a transaction is equal to the dollar amount of the transaction divided by the Account's Accumulation Unit Value for that Transaction Date.

We determine Accumulation Unit Values for each Separate Account for each Valuation Period. A "Valuation Period" is each Business Day together with any consecutive preceding non-business days. For example, for each Monday which is a Business Day, the preceding Saturday and Sunday will be included to equal a three-day Valuation Period.

Unless the following paragraph applies, the Accumulation Unit Value for a Separate Account for any Valuation Period is equal to the Accumulation Unit Value for the immediately preceding Valuation Period multiplied by the ratio of values: "(i)" and "(ii)". Value "(i)" is the value of the Separate Account at the close of business at the end of the current Valuation Period, before any amounts are allocated to or withdrawn from the Separate Account in that Period. Value "(ii)" is the value of the Separate Account at the close of business at the end of the preceding Valuation Period, after all allocations and withdrawals were made for that Period. For this purpose, "value of the Separate Account" means the market value or, where there is no readily available market, the fair value of the assets allocated to the Separate Account, as determined in accordance with our rules, accepted accounting practices, and applicable laws and regulations.

To the extent the Separate Account invests in Investment Funds, and the assets of the Investment Funds are invested in a class or series of shares of a specified trust or investment company, the Accumulation Unit Value of a Variable Investment Option for any Valuation Period is equal to the Accumulation Unit Value for that Fund on the immediately preceding Valuation Period multiplied by the Net Investment Factor for that Fund for the current Valuation Period. The Net Investment Factor for a Valuation Period is (a) divided by (b) minus (c), where:

- (a) is the value of the Variable Investment Option's shares of the related Investment Fund at the end of the Valuation Period (before taking into account any amounts allocated to or withdrawn from the Variable Investment Option for the Valuation Period and after deduction of investment advisory fees and direct operating expenses of the specified trust or investment company; for this purpose, we use the share value reported to us by the specified trust or investment company);
- (b) is the value of the Variable Investment Option's shares of the related Investment Fund at the end of the preceding Valuation Period (taking into account any amounts allocated or withdrawn for that Valuation Period);
- (c) is the Contract Fee (see Section 8.04) for the expenses and risks of the Contract, times the number of calendar days in the Valuation Period, plus any charge for taxes or amounts set aside as a reserve for taxes.

SECTION 2.04 AVAILABILITY OF INVESTMENT OPTIONS

Section 3.01 describes how Contributions are allocated among Investment Options based on your election among the available Variable Investment Options. Your election is subject to the following:

- (a) If the Contributions are made pursuant to the terms of a Plan, then Investment Options available may be subject to the terms of such Plan, as reported to us by the Owner.
- (b) The available Investment Options on the Contract Date are shown in the Data Pages. We have the right to add Investment Options, to limit the number of Investment Options which you may elect, and to limit or terminate new allocations to an Investment Option. We will not limit or terminate allocations to the Guaranteed Interest Option unless so provided in the Data Pages.

SECTION 2.05 CHANGES WITH RESPECT TO SEPARATE ACCOUNT

In addition to the rights reserved pursuant to subsection (b) of Section 2.04, and Sections 9.01 and 9.02, we have the right, subject to compliance with applicable law, including approval of Contract owners if required:

- (a) to add Variable Investment Options (or sub-funds of Variable Investment Options) to, or to remove Variable Investment Options (or sub-funds) from, the Separate Account, or to add other separate accounts;
- (b) to combine any two or more Variable Investment Options or sub-funds thereof;
- (c) to transfer the assets we determine to be the share of the class of contracts to which this Contract belongs from any Variable Investment Option to another Variable Investment Option;

- (d) to operate the Separate Account or any Variable Investment Option as a management investment company under the Investment Company Act of 1940, in which case charges and expenses that otherwise would be assessed against an underlying mutual fund would be assessed against the Separate Account;
- (e) to operate the Separate Account or any Variable Investment Option as a unit investment trust under the Investment Company Act of 1940;
- (f) to deregister the Separate Account under the Investment Company Act of 1940;
- (g) to restrict or eliminate any voting rights as to the Separate Account;
- (h) to cause one or more Variable Investment Options to invest some or all of their assets in one or more other trusts or investment companies;
- (i) to close an Investment Option to Transfers and Contributions.

If the exercise of these rights results in a material change in the underlying investment of a Separate Account, you will be notified of such exercise, as required by law.

A Separate Account or Variable Investment Option which may be added by us as described above may be one with respect to which: (i) there may be periods during which Contributions may be restricted pursuant to the maturity terms of such Separate Account or Investment Fund, (ii) amounts therein may be automatically liquidated pursuant to the investment policy of the Separate Account, and (iii) investments therein may mature. We will have the right to reallocate amounts arising from liquidation or maturity according to your allocation instructions then in effect unless you specify other instructions with respect to such amounts. If no such allocation instructions have been made, the reallocation will be made to a designated Investment Option, or to the next established Separate Account or Investment Fund of the same type as described in this paragraph, if applicable, as specified in the Data Pages.

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.01 CONTRIBUTIONS, ALLOCATIONS

You may allocate Contributions to, or transfer among the Investment Options available under this Contract. You need not allocate Contributions to each available Investment Option. You may change the allocation election at any time by sending us the proper form. Allocation percentages must be in whole numbers (no fractions) and must total 100%.

Each Contribution is allocated (after deduction of any charges that may apply) in accordance with the allocation election in effect on the Transaction Date. Contributions made to a Separate Account purchase Accumulation Units in that Account, using the Accumulation Unit Value for that Transaction Date.

SECTION 3.02 LIMITS ON CONTRIBUTIONS

We have the right not to accept any Contribution which is less than the minimum amount shown in the Data Pages. The Data Pages indicate other Contribution limitations and requirements which may apply. We also have the right, in addition to any such limitations and requirements, upon the advance notice to you shown in the Data Pages, to:

- (a) change such limitations and requirements to apply to Contributions made after the date of such change, and
- (b) discontinue acceptance of Contributions under this Contract with respect to all Contracts or with respect to all Contracts of the same class.

Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline.

PART IV - TRANSFERS AMONG INVESTMENT OPTIONS

SECTION 4.01 TRANSFER REQUESTS

You may request to transfer all or part of the amount held in an Investment Option to one or more of the other Options. The request must be in a form we accept. All transfers will be made on the Transaction Date. Transfers are subject to the terms of Sections 2.04, 4.02 and our rules in effect at the time of transfer. With respect to a Separate Account, the transfers will be made at the Accumulation Unit Value for that Transaction Date.

SECTION 4.02 TRANSFER RULES

The transfer rules which apply are described in the Data Pages and any applicable endorsements. A transfer request will not be accepted if it involves less than the minimum amount, if any, stated in the Data Pages (unless the Annuity Account Value is less than such amount). We have the right to change our transfer rules. Any change will be made upon advance notice to you.

Transfers to a Variable Investment Option will also be subject to the rules of the Investment Fund in which it invests, and in accordance with Sections 5.01, 8.02 and 8.03.

PART V - WITHDRAWALS AND TERMINATION

SECTION 5.01 WITHDRAWALS

Unless otherwise stated in the Data Pages, you may request, pursuant to our procedures then in effect, a withdrawal from the Investment Options before the Maturity Date. The request must be in a form we accept.

On the Transaction Date, we will pay the amount of the withdrawal requested or, if less, the Cash Value. The amount to be paid will be withdrawn on a pro-rata basis from the amounts held for you in the Investment Options, unless you elect otherwise and unless otherwise stated in the Data Pages.

We will not accept a withdrawal request if it involves less than the minimum amount, if any, stated in the Data Pages. Further conditions or restrictions may apply if stated in the Data Pages or in an Endorsement or Rider attached hereto.

We will withdraw any redemption fee or other charge that an Investment Fund requires us to deduct from your Account Value. Such amounts, less any applicable processing fee, will be remitted to the Investment Fund. The redemption fee will not exceed the maximum amount that an Investment Fund is permitted to charge under applicable law. Such withdrawals may cause Contract termination as provided in Section 5.02.

SECTION 5.02 CONTRACT TERMINATION

Payment of the Death Benefit terminates the Contract. In addition, we reserve the right to terminate this Contract if one or more of the following events occurs, unless otherwise specified in any Endorsement, Rider or Data Pages attached hereto:

- (a) A withdrawal is made under Section 5.01 that would result in an Annuity Account Value of an amount less than the minimum amount stated in the Data Pages.
- (b) If, before the Maturity Date, no Contributions are made during the last three completed Contract Years and the Annuity Account Value is less than the amount described in (a) above.
- (c) If as a result of the deduction of a charge or fee, or you make a withdrawal that reduces the Annuity Account Value to zero.
- (d) Payment of the Death Benefit terminates the Contract.

PART VI – PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

You give us the name of the beneficiary (“Beneficiary”) who is to receive any death benefit ("Death Benefit") payable because of your death. Any such change must be made in writing. A change will take effect as of the date the written change is executed, whether or not you are living on the date of receipt at our Processing Office. However, we will not be liable as to any payments we make or actions we take before we receive any such change at our Processing Office.

You may name one or more persons to be primary Beneficiary and one or more other persons to be successor Beneficiary if the primary Beneficiary dies before the Owner. Unless you direct otherwise, if you have named two or more persons as Beneficiary, the Beneficiary will be the named person or persons who survive you and payments will be made to such persons in equal shares or to the survivor.

Any part of a Death Benefit for which there is no named Beneficiary living at your death will be payable in a single sum to the Owner's surviving spouse, if any; if there is no surviving spouse, then to the surviving children in equal shares; if there are no surviving children, then to your estate.

You may change the Beneficiary during your lifetime and while coverage under the Contract is in force. If the Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant or Joint Annuitant, if applicable. For purpose of this Section, “you” or “your” refer to the Annuitant when describing the Death Benefit under a Non-Natural Owner Contract.

SECTION 6.02 PAYMENT UPON DEATH

Upon receipt of due proof of your death before the Maturity Date, we will pay a Death Benefit to the Beneficiary named under Section 6.01. Payment is subject to the terms of Section 6.01 and any special rules which may apply as described in the Data Pages and any Endorsement or Rider attached hereto.

For the portion of the Death Benefit payable to a Beneficiary, the date on which we received the Beneficiary requirements is the "Payment Transaction Date". Payment of a Death Benefit will be made upon our receipt of the following "Beneficiary Requirements":

- (i) a properly completed written request;
- (ii) due proof of death (as evidenced by a certified copy of the death certificate);
- (iii) proof satisfactory to us that the person claiming the Death Benefit is the person entitled to receive it;
- (iv) tax information required by the Code; and
- (v) any other forms we require.

Upon receipt of notification of your death, if we have not received the Beneficiary Requirements described above, your Contract will continue to remain invested in the Investment Options and no transactions will be permitted.

Unless otherwise specified in an optional Rider or the Data Pages attached hereto, the amount of the Death Benefit is equal to the Annuity Account Value, or if greater, the Guaranteed Minimum Death Benefit ("GMDB").

On the Contract Date, the GMDB is equal to the initial Contribution. . Thereafter, the GMDB is adjusted for any subsequent Contributions, [Credits] and withdrawals. The GMDB is increased by Contributions and reduced by withdrawals. The reduction of your GMDB following a withdrawal is on a pro-rata basis. A pro-rata reduction is determined as follows:

- (1) Divide the amount of the withdrawal by your Annuity Account Value immediately preceding the withdrawal;
- (2) Multiply the fraction calculated in (1) by the amount of your Guaranteed Minimum Death Benefit immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

If an optional GMDB Rider is elected, the provisions of such GMDB Rider supersede the previous paragraph. The GMDB is determined according to the terms and conditions of the GMDB Rider. The Death Benefit amount is determined by comparing the Annuity Account Value on the Payment Transaction Date to the GMDB Benefit Base on the date of death of the Owner. The greater amount is payable as the Death Benefit.

SECTION 6.03 MANNER OF PAYMENT

The Death Benefit will be paid to the Beneficiary in a single sum unless you elect a different form of Death Benefit payout (such as a life annuity) and provided that we offer such at the time the Death Benefit is payable. The Beneficiary will have no right to change the election; however, (i) we will apply a predetermined Death Benefit annuity payout election only if payment of the Death Benefit begins within one year following the date of death; (ii) we will not apply a predetermined Death Benefit payout election if doing so would violate any Federal income tax rules or guidelines or any other applicable law. Subject to the foregoing, a Beneficiary who becomes a successor owner or who continues the Contract under a Beneficiary Continuation Option, if available, will not have the right to change your election.

PART VII - ANNUITY BENEFITS

SECTION 7.01 ELECTION OF ANNUITY BENEFITS

As of the Maturity Date the Annuity Account Value will be applied to provide for the Normal Form of Annuity Benefit (described below). However, you may instead elect (i) to have the Cash Value paid in a single sum, (ii) to apply the Annuity Account Value or Cash Value, whichever applies pursuant to the first paragraph of Section 7.05, to provide an Annuity Benefit of any form offered by us or one of our affiliated life insurance companies, or (iii) to apply the Cash Value to provide any other form of benefit payment we offer and applicable laws and regulations. At the time an Annuity Benefit is purchased, we will issue a supplementary contract which reflects the Annuity Benefit terms.

We will provide notice and election forms to you not more than six months before the Maturity Date.

We will have the right to require you to furnish any information we need to provide an Annuity Benefit. We will be fully protected in relying on such information and need not inquire as to its accuracy or completeness.

SECTION 7.02 MATURITY DATE

The Maturity Date is shown in the Data Pages, but may be changed by us in conformance with applicable law. The Maturity Date may not be earlier than thirteen months following the Contract Date.

SECTION 7.03 ANNUITY BENEFIT

Payments under an Annuity Benefit will be made monthly. You may elect instead to have the Annuity Benefit paid at other intervals, such as every three months, six months, or twelve months, instead of monthly, subject to our rules at the time of your election or as otherwise stated in the Data Pages or any Endorsement attached hereto. This election may be made at the time the Annuity Benefit form as described in Section 7.04 is elected. In that event, all references in this Contract to monthly payments, with respect to the Annuity Benefit to which the election applies, will be deemed to mean payments at the frequency elected.

SECTION 7.04 ANNUITY BENEFIT FORMS

The "Normal Form" of Annuity Benefit is the Life-Period Certain Annuity Form described below, unless another form of annuity is determined to be the Normal Form of Annuity pursuant to the terms of the Plan, if applicable, and/or the requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other law that applies.

The Life-Period Certain Annuity is an annuity that is payable during the lifetime of the person upon whose life the payments depend, but with a maximum of 10 years of payments guaranteed (10 years certain period). That is, if the original payee dies before the certain period has ended,

payments will continue to the Beneficiary named to receive such payments for the balance of the certain period.

We may offer other annuity forms as available from us or from one of our affiliated life insurance companies. Such a form may, for example, include the Joint and Survivor Life Annuity Form which provides monthly payments while either of two persons upon whose lives such payments depend is living. The monthly amount to be continued when only one of the persons is living will be equal to a percentage, as elected, of the monthly amount that was paid while both were living.

SECTION 7.05 AMOUNT OF ANNUITY BENEFITS

If you elect pursuant to Section 7.01 to have an Annuity Benefit paid in lieu of the Cash Value, then the amount applied to provide the Annuity Benefit will, unless otherwise stated in the Data Pages or required by applicable laws or regulations, be (i) the Annuity Account Value if the annuity form elected provides payments for a person's remaining lifetime or (ii) the Cash Value if the annuity form elected does not provide such lifetime payments.

The amount applied to provide an Annuity Benefit may be reduced by a charge for any taxes which apply on annuity purchase payments. If we have previously deducted charges for taxes from Contributions, we will not again deduct charges for the same taxes before an Annuity Benefit is provided. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current individual annuity rates, whichever rates would provide a larger benefit with respect to the payee. The Tables of Guaranteed Annuity Payments are shown in the Data Pages.

The Annuity Benefit at the time of commencement will not be less than that which would be provided by the application of an amount to purchase any single consideration immediate annuity contract of the same form of annuity offered by us at the time to the same class of annuitants. The amount applied to provide a life contingent annuity payout option will be the Annuity Account Value.

SECTION 7.06 CONDITIONS FOR PAYMENT

We may require proof acceptable to us that the person on whose life a benefit payment is based is alive when each payment is due. We will require proof of the age of any such person on whose life an Annuity Benefit is based.

If a benefit was based on information that is later found not to be correct, such benefit will be adjusted on the basis of the correct information. The adjustment will be made in the number or amount of the benefit payments, or any amount used to provide the benefit, or any combination. Overpayments by us will be charged against future payments. Underpayments will be added to future payments. Our liability is limited to the correct information and the actual amounts used to provide the benefits.

If the age (or sex, if applicable as stated in the Tables of Guaranteed Annuity Payments) of any person upon whose life an Annuity Benefit depends has been misstated, any benefits will be

those which would have been purchased at the correct age (or sex). Any overpayments or underpayments made by us will be charged or credited with interest at 6% or the then current Guaranteed Interest Rate; we will choose which rate will apply on a uniform basis for like Contracts. Such interest will be deducted from or added to future payments.

If we receive acceptable proof that (i) a payee entitled to receive any payment under the terms of this Contract is physically or mentally incompetent to receive such payment or a minor, (ii) another person or an institution is then maintaining or has custody of such payee, and (iii) no guardian, committee, or other representative of the estate of such payee has been appointed, we may make the payments to such other person or institution. In the case of a minor, the payments will not exceed \$200, or such other amount as may be shown in the Data Pages. We will have no further liability with respect to the payments so made.

If the amount to be applied hereunder is less than the minimum amount stated in the Data Pages, we may pay the amount to the payee in a single sum instead of applying it under the annuity form elected.

SECTION 7.07 CHANGES

We have the right, upon advance notice to you, to change at any time after the fifth anniversary of the Contract Date and at intervals of not less than five years, the actuarial basis used in the Tables of Guaranteed Annuity Payments for new Contributions. The effective date that applies to each set of purchase rates will be indicated. However, no such change will apply to (a) any Annuity Benefit provided before the change or (b) Contributions made before such change which are applied to provide an Annuity Benefit.

PART VIII – CHARGES

SECTION 8.01 ADMINISTRATIVE AND OTHER CHARGES DEDUCTED FROM ANNUITY ACCOUNT VALUE

As of each Processing Date, we will deduct Administrative Charges or other Charges related to the administration and/or distribution of this Contract from the Annuity Account Value. Such Charges are shown in the Data Pages.

If specified in the Data Pages, the Charges will be deducted in full or prorated for the Contract Year, or portion thereof, in which the Contract Date occurs or in which the Annuity Account Value is withdrawn or applied to provide an Annuity Benefit or Death Benefit. If so, the Charges will be deducted when withdrawn or so applied.

The amount of any such Charge will in no event exceed any maximum amount shown in the Data Pages, subject to any maximum amount permitted under any applicable law.

We have the right to change the amount of the Charges with respect to future Contributions. We will give you advance notice of any such change.

SECTION 8.02 TRANSFER CHARGES

We have the right to impose a charge with respect to any transfer among Investment Options after the number of free transfers shown in the Data Pages. The amount of such charge will be set forth in a notice from us to you and will in no event exceed any maximum amount stated in the Data Pages.

SECTION 8.03 INVESTMENT FUND REDEMPTION FEE

We reserve the right to charge your Annuity Account Value for any redemption fee or other transfer charge imposed by an Investment Fund. Such amounts will be withdrawn from your Annuity Account Value as described in Section 5.01.

SECTION 8.04 CONTRACT FEE

The assets of the Variable Investment Options of the Separate Account will be subject to a daily asset charge. The Contract Fee is a daily separate account charge, and is for, operations, administration and distribution expenses and mortality and expense risk that we assume. The fee will be made pursuant to item (c) of “Net Investment Factor” as defined in Section 2.03. Such fee will be applied after any deductions to provide for taxes. It will be at a rate not to exceed the maximum annual rate stated in the Data Pages. We have the right to charge less on a current basis; the actual fee to apply, for at least the first Contract Year, is also stated in the Data Pages.

We may charge a Variable Investment Option Facilitation Charge in order to make certain funds available as Variable Investment Options under this Contract. This charge, if applicable, is assessed daily based on the net asset value of the Variable Investment Options that we specify.

The Variable Investment Option Facilitation Charge is equivalent to an annual rate of as shown in the Data Pages.

SECTION 8.05 CHARGE FOR TAXES

We reserve the right to deduct from the amount applied to provide an Annuity Benefit a charge that we determine which is designed to approximate certain taxes that may be imposed on us, including but not limited to premium taxes which may apply in your state. If the tax to which this charge relates is imposed on us at a time other than when amounts are applied to an Annuity Benefit or if required by your state, we reserve the right to deduct this charge for taxes from Contributions. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current annuity rates, whichever rates would provide a larger benefit with respect to the payee.

SECTION 8.06 THIRD PARTY TRANSFER CHARGE

We have the right to deduct a charge for any amount withdrawn from this Contract and directly transferred to another investment provider, retirement plan, account, or contract, as applicable. This charge would apply to direct transfers, direct rollovers and exchanges of this Contract for another contract issued by another company. This charge, if any, will be specified in the Data Pages.

SECTION 8.07 CHANGES

In addition to our right to reduce or waive charges as described in this Part VIII, we have the right, upon advance notice to you, to increase the amount of any charge stated in the Data Pages, subject to any maximum amount provided in this Part VIII or the Data Pages.

PART IX - GENERAL PROVISIONS

SECTION 9.01 CONTRACT

This Contract is the entire Contract as defined in Part I between the parties. It will govern with respect to our rights and obligations.

This Contract may not be changed, nor may any of our rights or rules be waived, except in writing and by our authorized officer.

SECTION 9.02 STATUTORY COMPLIANCE

We have the right to change this Contract without the consent of any other person in order to comply with any laws and regulations that apply. Such right will include, but not be limited to, the right to conform this Contract to reflect requirements of the Code and Treasury regulations or published rulings of the Internal Revenue Service, the Employee Retirement Income Security Act of 1974 and regulations thereunder, and federal securities laws.

Any paid-up annuity, cash surrender value or death benefits available under this Contract are not less than the minimum benefits required by any state law that applies.

SECTION 9.03 DEFERMENT

The use of proceeds to provide a payment of a Death Benefit and payment of any portion of the Annuity Account Value (less any Withdrawal Charge that applies) will be made within seven days after the Transaction Date of the request. Payments or proceeds from the Variable Investment Options can be deferred for any period during which (1) the New York Stock Exchange is closed or trading is restricted, (2) sales of securities or determination of the fair value of a Variable Investment Option's assets is not reasonably practicable because of an emergency, or (3) when the Securities and Exchange Commission has determined that a state of emergency exists that may make determination and payment impractical. We can defer payment or transfer of any portion of the Annuity Account Value in the Guaranteed Interest Option for up to six months while you are living, subject to any required written approval from the Insurance Supervisory Official in your jurisdiction. We will provide you with the specific date on which the transfer will be effective, the reason for the delay, and the value of the transfer as of the date we receive your request.

SECTION 9.04 REPORTS AND NOTICES

At least once each year until the Maturity Date, we will send you a report showing on the start and end dates for the current period for:

- (a) the amount of Contributions, withdrawals, charges and cost of any Riders to the Annuity Account Value;
- (b) the dollar amount in the Guaranteed Interest Option, including any interest credits;

- (c) the total number of Accumulation Units in each Separate Account or Variable Investment Option;
- (d) the Accumulation Unit Values;
- (e) the dollar amount in each Separate Account or Variable Investment Option;
- (f) the Cash Value; and
- (g) the amount of the Death Benefit.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records. The information provided will be as of a date not more than four months prior to the date of mailing. We will make copies of the reports available to you upon request at no additional cost.

SECTION 9.05 CHANGE IN OWNER

Any changes in Owner designation, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of this notice.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

You may assign this Contract before the Maturity Date but we will not be bound by an assignment unless we have received it in writing at our Processing Office. The assignment shall take effect on the date the notice of assignment is signed subject to any payments made or actions taken by us prior to receipt of this notice. Your rights and those of any other person referred to in this Contract will be subject to the assignment. We assume no responsibility for the validity of an assignment or for any rights or obligations between you and the Assignee.

SECTION 9.07 PAYMENTS

All amounts payable by you must be paid by check drawn on a bank that is subject to regulation by the United States or an agency or instrumentality thereof or a State, and payable to us (in United States dollars) or by any other method acceptable to us.

We will pay all amounts hereunder by check (drawn on a United States bank in United States dollars) or, if so agreed by you and us, by wire transfer unless stated otherwise in the Data Pages.

Any requirement for distribution or withdrawal of interest in the Contract shall be fully discharged by payment of the Death Benefit, Annuity Account Value or Cash Value, whichever is applicable, to the Owner or the Beneficiary, as the case may be and mailed to the address as shown in our records by United States mail unless we agree to transmit the funds to another person or in another form in accordance with the terms and conditions of the Contract.

SECTION 9.08 HOW TO COMMUNICATE WITH US

All transaction requests and other notices to us must be in writing in a form satisfactory to us, and delivered by U.S. mail to our Processing Office, except to the extent we agree, by advance written notification to you, to receive such requests or notices in another manner. We may choose to change a previously accepted manner of communication at our discretion. Transaction requests or other communications sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

SECTION 9.09 MISSTATEMENT OF AGE

If the age of any person upon whose life or age a benefit provided under an optional Benefit Rider, depends ("Covered Person") has been misstated, any such benefits will be that which would have been purchased on the basis of the correct age. If the Covered Person would not have been eligible for that Rider at the correct age, (i) the Rider will be rescinded; (ii) any charges that were deducted for the benefit will be refunded and applied to the Annuity Account Value of the Contract, and (iii) only the Death Benefit provided under Section 6.02 will apply.

SECTION 9.10 INCONTESTABILITY

This Contract will be incontestable from its date of issue.

Owner: [JOHN DOE]
[Applicable for Joint Owner Non-Qualified Contracts only, if so titled]
[Joint Owner: Doris Doe]
Annuitant: [JOHN DOE]
[Applicable for Non-Qualified Contracts only, if so titled]
[Joint Annuitant: Doris Doe]
Contract Number: [00000]
Contract Date: [January 1, 2011]

FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT

Processing Office: [AXA Equitable Life Insurance Company, P.O. Box 1547,
Secaucus, New Jersey 07096-1547
Telephone: (800)-789-7771
www.axa-equitable.com]

This is the entire Contract. This Contract is issued in return for the Contributions to be made to us under this Contract. This Contract becomes effective on the Contract Date. The Annuitant and the Owner must be living on the Contract Date.

In this Contract, "we", "our" and "us" mean AXA Equitable Life Insurance Company. "You" and "your" mean the Owner.

We will provide the benefits and other rights pursuant to the terms of this Contract.

TEN DAYS TO EXAMINE CONTRACT - Not later than ten days after you receive this Contract, you may return it to us. We will cancel it and refund any Contribution you made to us.

AXA EQUITABLE LIFE INSURANCE COMPANY, a stock life insurance company.

Home Office address: [1290 Avenue of the Americas, New York, New York 10104]

[

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

The portion of Annuity Account Value held in the Variable Separate Account may increase or decrease in value. The amount of the Annuity Benefit will be equal to the sum of any Fixed Annuity Benefit and any Variable Annuity Benefit. The amount of any Variable Annuity Benefit may increase or decrease depending on the investment experience of the Separate Account.

NON-PARTICIPATING

This Contract consists of the cover page, the succeeding Contract pages, the Data Pages, an Endorsement containing provisions applicable to the federal income tax qualification of your Contract or the provisions specific to Non-Qualified Contracts, any other Endorsements, and the optional benefit Riders attached and listed in the Data Pages, which describe any optional benefits you elected. This is the entire Contract.

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PART I – DEFINITIONS

SECTION 1.01 ANNUITANT

“Annuitant” means the individual shown as such in the Data Pages, or any successor Annuitant.

SECTION 1.02 ANNUITY ACCOUNT VALUE

“Annuity Account Value” means the sum of the amounts held for you in the Investment Options.

SECTION 1.03 ANNUITY BENEFIT

“Annuity Benefit” means a benefit payable by us as described in Part VII.

SECTION 1.04 BUSINESS DAY

“Business Day” means generally any day on which the New York Stock Exchange is open for trading and generally ends at 4:00 pm Eastern Time or such other time as we state in writing to the Owner.

SECTION 1.05 CASH VALUE

“Cash Value” means an amount equal to the Annuity Account Value, less any charges that apply as described in Part VIII and any charges that may apply as described in any applicable Endorsement(s) or Rider(s).

SECTION 1.06 CODE

“Code” means the Internal Revenue Code of 1986, as amended at any time, or any corresponding provisions of prior or subsequent United States revenue laws. References to the “Code” in this Contract include references to applicable Federal income tax regulations.

SECTION 1.07 CONTRACT

“Contract” means this Contract including the Data Pages, an Endorsement containing provisions applicable to the federal income tax qualification of your Contract or the provisions specific to Non-Qualified Contracts, any other Endorsement(s), and the optional benefit Rider(s) attached hereto, which describe any optional benefits you elected. This is the entire Contract.

SECTION 1.08 CONTRACT DATE

“Contract Date” means the earlier of: (a) the date on which the Owner is enrolled under the Contract according to our enrollment procedures, or (b) in conjunction with certain exchanges, the date of enrollment under a prior Contract. The Contract Date is shown in the Data Pages.

SECTION 1.09 CONTRACT DATE ANNIVERSARY

A Contract Date Anniversary is the last day of the Contract Year unless otherwise stated in the Data Pages. For purposes of any events provided under the terms and conditions of this Contract which occur on a Contract Date Anniversary, if the Contract Date Anniversary is on a non-Business Day, then the Transaction Date for such events will be the Business Day immediately preceding the Contract Date Anniversary.

SECTION 1.10 CONTRACT YEAR

“Contract Year” means the twelve-month period starting on (i) the Contract Date and (ii) the same date each subsequent year, unless we agree to another period.

SECTION 1.11 CONTRIBUTION

“Contribution” means a payment made to us under the Contract. See Section 3.01.

SECTION 1.12 EMPLOYER

“Employer” means, if applicable, an employer as defined in an Endorsement attached hereto.

SECTION 1.13 INVESTMENT FUND

“Investment Fund” means a trust or other investment company or a separate class (or series) of shares of a specified trust or investment company where each class (or series) represents a separate portfolio in the specified trust or investment company.

SECTION 1.14 INVESTMENT OPTION

“Investment Option” means the Guaranteed Interest Option, a Separate Account, or a Variable Investment Option of a Separate Account.

SECTION 1.15 MATURITY DATE

“Maturity Date” means the last “Annuity Commencement Date” on which the annuity payments described in Part VII are to commence. The Maturity Date is shown in the Data Pages.

SECTION 1.16 NON-NATURAL OWNER

“Non-Natural Owner” means an Owner who is not an individual. Benefits thereunder, are determined by the age of the Annuitant. If there is an ownership change under a Contract owned by a Non-Natural Owner to an individual, the original Annuitant or Joint Annuitant, if applicable, continues to determine the benefits under the Contract.

SECTION 1.17 OWNER

“Owner” means the person or entity shown as such on the cover page, in the Data Pages, or in any Endorsement and includes any successor owner.

SECTION 1.18 PLAN

"Plan" means a retirement savings plan adopted by an Employer that is intended to meet the requirements for qualification under either Section 401(a) of the Code or 403(b) of the Code.

SECTION 1.19 PRIOR CONTRACT

“Prior Contract” means another contract or certificate issued by us, or one of our affiliates, from which the Owner and we have agreed to transfer amounts to this Contract.

SECTION 1.20 PROCESSING DATE

“Processing Date” is each Contract Date Anniversary.

SECTION 1.21 PROCESSING OFFICE

“Processing Office” means the AXA Equitable Processing office shown on the cover page of this Contract, or such other location we may state upon written notice to you.

SECTION 1.22 SEPARATE ACCOUNT

“Separate Account” means any of the Separate Accounts described or referred to in Sections 2.02 and 2.05 and the Data Pages of this Contract.

SECTION 1.23 TRANSACTION DATE

The Transaction Date is the Business Day we receive at the Processing Office a Contribution or a transaction request providing the information we need. Transaction requests must be in a form acceptable to us.

SECTION 1.24 VARIABLE INVESTMENT OPTION

“Variable Investment Option” means a separate account or a subdivision of a Separate Account available under this Contract. A Variable Investment Option may invest its assets in an Investment Fund.

PART II - INVESTMENT OPTIONS

SECTION 2.01 GUARANTEED INTEREST OPTION

Any amount held in the Guaranteed Interest Option becomes part of the assets in our general account, which supports the guarantees of the Contract and other contracts.

The amount the Guaranteed Interest Option at any time is equal to:

- all amounts that have been allocated or transferred to the Guaranteed Interest Option, plus
- the amount of any interest credited, less
- all amounts that have been withdrawn (including charges) or transferred from such Option.

We will credit the amount held in the Guaranteed Interest Option with interest at effective rates that we set periodically. We will set an annual guaranteed interest rate that will remain in effect for a stated twelve-month period or a calendar year. We will also set a minimum guaranteed interest rate that will be effective for the duration of the Contract. The Data Pages show the initial rate(s) that apply.

We guarantee that any rate so set after your Contract Date will never be less than the lifetime minimum guaranteed interest rate shown in the Data Pages.

SECTION 2.02 SEPARATE ACCOUNT

We have established the Separate Account(s) and maintain such Account(s) in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets of the Separate Account(s) are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in the Separate Account(s) to support this Contract and other variable annuity contracts and certificates. Assets may be placed in the Separate Account(s) for other purposes, but not to support contracts or policies other than variable annuities and variable life insurance.

The Data Pages set forth the Separate Account(s). A Separate Account may be subdivided into Variable Investment Options.

The assets of a Separate Account are our property. The portion of such assets equal to the reserves and other contract liabilities will not be chargeable with liabilities which arise out of any other business we conduct. We may transfer assets of a Separate Account in excess of the reserves and other liabilities with respect to such Account to another Separate Account or to our general account.

We may, at our discretion, invest Separate Account assets in any investment permitted by applicable law. We may rely conclusively on the opinion of counsel (including counsel in our employ) as to what investments we may make as law permits.

SECTION 2.03 SEPARATE ACCOUNT ACCUMULATION UNITS AND UNIT VALUES

The amount you have in a Variable Investment Option at any time is equal to the number of Accumulation Units you have in that Variable Investment Option multiplied by the Variable Investment Option's Accumulation Unit Value at that time. "Accumulation Unit" means a unit which is purchased in a Separate Account. "Accumulation Unit Value" means the dollar value of each Accumulation unit in a Separate Account on a given date. (If Variable Investment Options apply as described in Section 2.02, then the terms of this Section 2.03 apply separately to each Variable Investment Option, unless otherwise stated.)

Amounts allocated or transferred to a Separate Account are used to purchase Accumulation Units of that Account. Units are redeemed when amounts are deducted, transferred or withdrawn.

The number of Accumulation Units you have in a Separate Account at any time is equal to the number of Accumulation Units purchased minus the number of Units redeemed in that Account up to that time. The number of Accumulation Units purchased or redeemed in a transaction is equal to the dollar amount of the transaction divided by the Account's Accumulation Unit Value for that Transaction Date.

We determine Accumulation Unit Values for each Separate Account for each Valuation Period. A "Valuation Period" is each Business Day together with any consecutive preceding non-business days. For example, for each Monday which is a Business Day, the preceding Saturday and Sunday will be included to equal a three-day Valuation Period.

Unless the following paragraph applies, the Accumulation Unit Value for a Separate Account for any Valuation Period is equal to the Accumulation Unit Value for the immediately preceding Valuation Period multiplied by the ratio of values: "(i)" and "(ii)". Value "(i)" is the value of the Separate Account at the close of business at the end of the current Valuation Period, before any amounts are allocated to or withdrawn from the Separate Account in that Period. Value "(ii)" is the value of the Separate Account at the close of business at the end of the preceding Valuation Period, after all allocations and withdrawals were made for that Period. For this purpose, "value of the Separate Account" means the market value or, where there is no readily available market, the fair value of the assets allocated to the Separate Account, as determined by accepted accounting practices, and applicable laws and regulations.

To the extent the Separate Account invests in Investment Funds, and the assets of the Investment Funds are invested in a class or series of shares of a specified trust or investment company, the Accumulation Unit Value of a Variable Investment Option for any Valuation Period is equal to the Accumulation Unit Value for that Fund on the immediately preceding Valuation Period multiplied by the Net Investment Factor for that Fund for the current Valuation Period. The Net Investment Factor for a Valuation Period is (a) divided by (b) minus (c), where:

- (a) is the value of the Variable Investment Option's shares of the related Investment Fund at the end of the Valuation Period (before taking into account any amounts allocated to or withdrawn from the Variable Investment Option for the Valuation Period and after deduction of investment advisory fees and direct operating expenses of the specified trust or investment company; for this purpose, we use the share value reported to us by the specified trust or investment company);
- (b) is the value of the Variable Investment Option's shares of the related Investment Fund at the end of the preceding Valuation Period (taking into account any amounts allocated or withdrawn for that Valuation Period);
- (c) is the Contract Fee (see Section 8.04) for the expenses and risks of the Contract, times the number of calendar days in the Valuation Period, plus any charge for taxes or amounts set aside as a reserve for taxes.

SECTION 2.04 AVAILABILITY OF INVESTMENT OPTIONS

Section 3.01 describes how Contributions are allocated among Investment Options based on your election among the available Variable Investment Options. Your election is subject to the following:

- (a) If the Contributions are made pursuant to the terms of a Plan, then Investment Options available may be subject to the terms of such Plan, as reported to us by the Owner.
- (b) The available Investment Options on the Contract Date are shown in the Data Pages. We have the right to add Investment Options, to limit the number of Investment Options which you may elect, and to limit or terminate new allocations to an Investment Option. We will not limit or terminate allocations to the Guaranteed Interest Option unless so provided in the Data Pages.

SECTION 2.05 CHANGES WITH RESPECT TO SEPARATE ACCOUNT

In addition to the rights reserved pursuant to subsection (b) of Section 2.04, and Sections 9.01 and 9.02, we have the right, subject to compliance with applicable law, including approval of Contract owners if required:

- (a) to add Variable Investment Options (or sub-funds of Variable Investment Options) to, or to remove Variable Investment Options (or sub-funds) from, the Separate Account, or to add other separate accounts;
- (b) to combine any two or more Variable Investment Options or sub-funds thereof;
- (c) to transfer the assets we determine to be the share of the class of contracts to which this Contract belongs from any Variable Investment Option to another Variable Investment Option;

- (d) to operate the Separate Account or any Variable Investment Option as a management investment company under the Investment Company Act of 1940, in which case charges and expenses that otherwise would be assessed against an underlying mutual fund would be assessed against the Separate Account;
- (e) to operate the Separate Account or any Variable Investment Option as a unit investment trust under the Investment Company Act of 1940;
- (f) to deregister the Separate Account under the Investment Company Act of 1940;
- (g) to restrict or eliminate any voting rights as to the Separate Account;
- (h) to cause one or more Variable Investment Options to invest some or all of their assets in one or more other trusts or investment companies;
- (i) to close an Investment Option to Transfers and Contributions.

If the exercise of these rights results in a material change in the underlying investment of a Separate Account, you will be notified of such exercise, as required by law.

A Separate Account or Variable Investment Option which may be added by us as described above may be one with respect to which: (i) there may be periods during which Contributions may be restricted pursuant to the maturity terms of such Separate Account or Investment Fund, (ii) amounts therein may be automatically liquidated pursuant to the investment policy of the Separate Account, and (iii) investments therein may mature. We will have the right to reallocate amounts arising from liquidation or maturity according to your allocation instructions then in effect unless you specify other instructions with respect to such amounts. If no such allocation instructions have been made, the reallocation will be made to a designated Investment Option, or to the next established Separate Account or Investment Fund of the same type as described in this paragraph, if applicable, as specified in the Data Pages.

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.01 CONTRIBUTIONS, ALLOCATIONS

You may allocate Contributions to, or transfer among the Investment Options available under this Contract. You need not allocate Contributions to each available Investment Option. You may change the allocation election at any time by sending us the proper form. Allocation percentages must be in whole numbers (no fractions) and must total 100%.

Each Contribution is allocated (after deduction of any charges that may apply) in accordance with the allocation election in effect on the Transaction Date. Contributions made to a Separate Account purchase Accumulation Units in that Account, using the Accumulation Unit Value for that Transaction Date.

SECTION 3.02 LIMITS ON CONTRIBUTIONS

We have the right not to accept any Contribution which is less than the minimum amount shown in the Data Pages. The Data Pages indicate other Contribution limitations and requirements which may apply. We also have the right, in addition to any such limitations and requirements, upon the advance notice to you shown in the Data Pages, to:

- (a) change such limitations and requirements to apply to Contributions made after the date of such change, and
- (b) discontinue acceptance of Contributions under this Contract with respect to all Contracts or with respect to all Contracts of the same class.

Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline.

PART IV - TRANSFERS AMONG INVESTMENT OPTIONS

SECTION 4.01 TRANSFER REQUESTS

You may request to transfer all or part of the amount held in an Investment Option to one or more of the other Options. The request must be in a form we accept. All transfers will be made on the Transaction Date. Transfers are subject to the terms of Sections 2.04, 4.02 and our rules in effect at the time of transfer. With respect to a Separate Account, the transfers will be made at the Accumulation Unit Value for that Transaction Date.

SECTION 4.02 TRANSFER RULES

The transfer rules which apply are described in the Data Pages and any applicable endorsements. A transfer request will not be accepted if it involves less than the minimum amount, if any, stated in the Data Pages (unless the Annuity Account Value is less than such amount). We have the right to change our transfer rules. Any change will be made upon advance notice to you.

Transfers to a Variable Investment Option will also be subject to the rules of the Investment Fund in which it invests, and in accordance with Sections 5.01, 8.03 and 8.04.

PART V - WITHDRAWALS AND TERMINATION

SECTION 5.01 WITHDRAWALS

Unless otherwise stated in the Data Pages, you may request, pursuant to our procedures then in effect, a withdrawal from the Investment Options before the Maturity Date. The request must be in a form we accept.

On the Transaction Date, we will pay the amount of the withdrawal requested or, if less, the Cash Value. The amount to be paid plus any Withdrawal Charge which applies (see Section 8.01) will be withdrawn on a pro-rata basis from the amounts held for you in the Investment Options, unless you elect otherwise and unless otherwise stated in the Data Pages.

We will not accept a withdrawal request if it involves less than the minimum amount, if any, stated in the Data Pages. Further conditions or restrictions may apply if stated in the Data Pages or in an Endorsement or Rider attached hereto.

We will withdraw any redemption fee or other charge that an Investment Fund requires us to deduct from your Account Value. Such amounts, less any applicable processing fee, will be remitted to the Investment Fund. The redemption fee will not exceed the maximum amount that an Investment Fund is permitted to charge under applicable law. Unless otherwise provided in the Data Pages such withdrawals will not be subject to the Withdrawal Charges described under Section 8.01, but may cause Contract termination as provided in Section 5.02.

SECTION 5.02 CONTRACT TERMINATION

Payment of the Death Benefit terminates the Contract. In addition, we reserve the right to terminate this Contract if one or more of the following events occurs, unless otherwise specified in any Endorsement, Rider or Data Pages attached hereto:

- (a) A withdrawal is made under Section 5.01 that would result in an Annuity Account Value of an amount less than the minimum amount stated in the Data Pages.
- (b) If, before the Maturity Date, no Contributions are made during the last three completed Contract Years and the Annuity Account Value is less than the amount described in (a) above.
- (c) If as a result of the deduction of a charge or fee, or you make a withdrawal that reduces the Annuity Account Value to zero.

PART VI – PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

You give us the name of the beneficiary (“Beneficiary”) who is to receive any death benefit ("Death Benefit") payable because of your death. You may change the Beneficiary during your lifetime and while coverage under the Contract is in force. Any such change must be made in writing. A change will take effect as of the date the written change is executed, whether or not you are living on the date of receipt at our Processing Office. However, we will not be liable as to any payments we make or actions we take before we receive any such change at our Processing Office.

You may name one or more persons to be primary Beneficiary and one or more other persons to be successor Beneficiary if the primary Beneficiary dies before the Owner. Unless you direct otherwise, if you have named two or more persons as Beneficiary, the Beneficiary will be the named person or persons who survive you and payments will be made to such persons in equal shares or to the survivor.

Any part of a Death Benefit for which there is no named Beneficiary living at your death will be payable in a single sum to the Owner's surviving spouse, if any; if there is no surviving spouse, then to the surviving children in equal shares; if there are no surviving children, then to your estate.

If the Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant or Joint Annuitant, if applicable. For purpose of this Section, “you” or “your” refer to the Annuitant when describing the Death Benefit under a Non-Natural Owner Contract.

SECTION 6.02 PAYMENT UPON DEATH

Upon receipt of due proof of your death before the Maturity Date, we will pay a Death Benefit to the Beneficiary named under Section 6.01. Payment is subject to the terms of Section 6.01 and any special rules which may apply as described in the Data Pages and any Endorsement or Rider attached hereto.

For the portion of the Death Benefit payable to a Beneficiary, the date on which we received the Beneficiary requirements is the "Payment Transaction Date". Payment of a Death Benefit will be made upon our receipt of the following "Beneficiary Requirements":

- (i) a properly completed written request;
- (ii) due proof of death (as evidenced by a certified copy of the death certificate);
- (iii) proof satisfactory to us that the person claiming the Death Benefit is the person entitled to receive it;
- (iv) tax information required by the Code; and
- (v) any other forms we require.

Upon receipt of notification of your death, if we have not received the Beneficiary Requirements described above, your Contract will continue to remain invested in the Investment Options and no transactions will be permitted.

Unless otherwise specified in an optional Rider or the Data Pages attached hereto, the amount of the Death Benefit is equal to the Annuity Account Value, or if greater, the Guaranteed Minimum Death Benefit ("GMDB").

On the Contract Date, the GMDB is equal to the initial Contribution. Thereafter, the GMDB is adjusted for any subsequent Contributions and withdrawals. The GMDB is increased by Contributions and reduced by withdrawals. The reduction of your GMDB following a withdrawal is on a pro-rata basis. A pro-rata reduction is determined as follows:

- (1) Divide the amount of the withdrawal by your Annuity Account Value immediately preceding the withdrawal;
- (2) Multiply the fraction calculated in (1) by the amount of your Guaranteed Minimum Death Benefit immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

If an optional GMDB Rider is elected, the provisions of such GMDB Rider supersede the previous paragraph. The GMDB is determined according to the terms and conditions of the GMDB Rider. The Death Benefit amount is determined by comparing the Annuity Account Value on the Payment Transaction Date to the GMDB Benefit Base on the date of death of the Owner. The greater amount is payable as the Death Benefit.

SECTION 6.03 MANNER OF PAYMENT

The Death Benefit will be paid to the Beneficiary in a single sum unless you elect a different form of Death Benefit payout (such as a life annuity) and provided that we offer such at the time the Death Benefit is payable. The Beneficiary will have no right to change the election; however, (i) we will apply a predetermined Death Benefit annuity payout election only if payment of the Death Benefit begins within one year following the date of death; (ii) we will not apply a predetermined Death Benefit payout election if doing so would violate any Federal income tax rules or guidelines or any other applicable law. Subject to the foregoing, a Beneficiary who becomes a successor owner or who continues the Contract under a Beneficiary Continuation Option, if available, will not have the right to change your election.

PART VII - ANNUITY BENEFITS

SECTION 7.01 ELECTION OF ANNUITY BENEFITS

As of the Maturity Date the Annuity Account Value will be applied to provide for the Normal Form of Annuity Benefit (described below). However, you may instead elect (i) to have the Cash Value paid in a single sum, (ii) to apply the Annuity Account Value or Cash Value, whichever applies pursuant to the first paragraph of Section 7.05, to provide an Annuity Benefit of any form offered by us or one of our affiliated life insurance companies, or (iii) to apply the Cash Value to provide any other form of benefit payment we offer. At the time an Annuity Benefit is purchased, we will issue a supplementary contract which reflects the Annuity Benefit terms.

We will provide notice and election forms to you not more than six months before the Maturity Date.

We will have the right to require you to furnish any information we need to provide an Annuity Benefit. We will be fully protected in relying on such information and need not inquire as to its accuracy or completeness.

SECTION 7.02 MATURITY DATE

The Maturity Date is the last Annuity Commencement Date and is shown in the Data Pages, but may be changed by us in conformance with applicable law. You may request commencement of your Annuity Benefit before the Maturity Date by written notice to our Processing Office no less than thirteen months or any other period specified in an endorsement attached to this Contract, following the Contract Date. Such request must be made in writing and must be received by our Processing Office at least [60] days prior to the Annuity Commencement Date you request.

SECTION 7.03 ANNUITY BENEFIT

Payments under an Annuity Benefit will be made monthly to you. If you are not the Annuitant, payments will be made to you, as the Owner. You may elect instead to have the Annuity Benefit paid at other intervals, such as every three months, six months, or twelve months, instead of monthly, or as otherwise stated in any Endorsement attached hereto. This election may be made at the time the Annuity Benefit form as described in Section 7.04 is elected. In that event, all references in this Contract to monthly payments, with respect to the Annuity Benefit to which the election applies, will be deemed to mean payments at the frequency elected.

SECTION 7.04 ANNUITY BENEFIT FORMS

The “Normal Form” of Annuity Benefit is the Life-Period Certain Annuity Form described below, unless another form of annuity is determined to be the Normal Form of Annuity pursuant to the terms of the Plan, if applicable, and/or the requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other law that applies.

The Life-Period Certain Annuity is an annuity that is payable during the lifetime of the person upon whose life the payments depend, but with a maximum of 10 years of payments guaranteed (10 years certain period). That is, if the original payee dies before the certain period has ended, payments will continue to the Beneficiary named to receive such payments for the balance of the certain period.

We may offer other annuity forms as available from us or from one of our affiliated life insurance companies. Such a form may, for example, include the Joint and Survivor Life Annuity Form which provides monthly payments while either of two persons upon whose lives such payments depend is living. The monthly amount to be continued when only one of the persons is living will be equal to a percentage, as elected, of the monthly amount that was paid while both were living.

SECTION 7.05 AMOUNT OF ANNUITY BENEFITS

If you elect pursuant to Section 7.01 to have an Annuity Benefit paid in lieu of the Cash Value, then the amount applied to provide the Annuity Benefit will, unless otherwise stated in the Data Pages or required by applicable laws or regulations, be (i) the Annuity Account Value if the annuity form elected provides payments for a person's remaining lifetime or (ii) the Cash Value if the annuity form elected does not provide such lifetime payments.

The amount applied to provide an Annuity Benefit may be reduced by a charge for any taxes which apply on annuity purchase payments. If we have previously deducted charges for taxes from Contributions, we will not again deduct charges for the same taxes before an Annuity Benefit is provided. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current individual annuity rates, whichever rates would provide a larger benefit with respect to the payee. The Tables of Guaranteed Annuity Payments are shown in the Data Pages.

The Annuity Benefit at the time of commencement will not be less than that which would be provided by the application of an amount to purchase any single consideration immediate annuity contract of the same form of annuity offered by us at the time to the same class of annuitants. The amount applied to provide a life contingent annuity payout option will be the Annuity Account Value.

SECTION 7.06 CONDITIONS FOR PAYMENT

We may require proof acceptable to us that the person on whose life a benefit payment is based is alive when each payment is due. We will require proof of the age of any such person on whose life an Annuity Benefit is based.

If a benefit was based on information that is later found not to be correct, such benefit will be adjusted on the basis of the correct information. The adjustment will be made in the number or amount of the benefit payments, or any amount used to provide the benefit, or any combination. Overpayments by us will be charged against future payments. Underpayments will be added to future payments. Our liability is limited to the correct information and the actual amounts used to provide the benefits.

If the age (or sex, if applicable as stated in the Tables of Guaranteed Annuity Payments) of any person upon whose life an Annuity Benefit depends has been misstated, any benefits will be those which would have been purchased at the correct age (or sex). Any overpayments or underpayments made by us will be charged or credited with interest at 6% or the then current Guaranteed Interest Rate; we will choose which rate will apply on a uniform basis for like Contracts. Such interest will be deducted from or added to future payments.

If we receive acceptable proof that (i) a payee entitled to receive any payment under the terms of this Contract is physically or mentally incompetent to receive such payment or a minor, (ii) another person or an institution is then maintaining or has custody of such payee, and (iii) no guardian, committee, or other representative of the estate of such payee has been appointed, we may make the payments to such other person or institution. In the case of a minor, the payments will not exceed \$200, or such other amount as may be shown in the Data Pages. We will have no further liability with respect to the payments so made.

If the amount to be applied hereunder is less than the minimum amount stated in the Data Pages, we may pay the amount to the payee in a single sum instead of applying it under the annuity form elected.

SECTION 7.07 CHANGES

We have the right, upon advance notice to you, to change at any time after the fifth anniversary of the Contract Date and at intervals of not less than five years, the actuarial basis used in the Tables of Guaranteed Annuity Payments for new Contributions. The effective date that applies to each set of purchase rates will be indicated. However, no such change will apply to (a) any Annuity Benefit provided before the change or (b) Contributions made before such change which are applied to provide an Annuity Benefit.

PART VIII – CHARGES

SECTION 8.01 WITHDRAWAL CHARGES

The amount of the Withdrawal Charge is stated in the Data Pages. We have the right to change the Charge shown in the Data Pages with respect to future Contributions, subject to any maximum stated in the Data Pages. We will give you notice of any change.

If specified in the Data Pages, a “Free Withdrawal Amount” will apply as follows:

“Free Withdrawal Amount” means an amount equal to the percentage, stated in the Data Pages, of the Annuity Account Value, minus the total of all prior withdrawals (and associated Withdrawal Charges) made as described in Section 5.01 in the current Contract Year that may be withdrawn each Contract Year without incurring a Withdrawal Charge. We have the right to change the Free Withdrawal Amount, but it will always be a percentage between 5% and 30% if so provided in the Data Pages.

If the amount of a withdrawal made under Part V is more than the Free Withdrawal Amount (defined above), we will (a) first withdraw from the Investment Options, on the basis described in Section 5.01, an amount equal to the Free Withdrawal Amount, and (b) then withdraw from the Investment Options an amount equal to the excess of the amount requested over the Free Withdrawal Amount, plus a Withdrawal Charge if one applies.

For purposes of this Section, amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of any Contributions.

In addition, your years of participation under the Prior Contract or years since contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge, if so specified in the Data Pages.

If specified in the Data Pages we have the right to reduce or waive the Withdrawal Charge upon such events as stated in the Data Pages. Moreover, the Withdrawal Charge will be reduced if needed in order to comply with any applicable state or federal law.

SECTION 8.02 ADMINISTRATIVE AND OTHER CHARGES DEDUCTED FROM ANNUITY ACCOUNT VALUE

As of each Processing Date, we will deduct Administrative Charges or other Charges related to the administration and/or distribution of this Contract from the Annuity Account Value. Such Charges are shown in the Data Pages.

If specified in the Data Pages, the Charges will be deducted in full or prorated for the Contract Year, or portion thereof, in which the Contract Date occurs or in which the Annuity Account Value is withdrawn or applied to provide an Annuity Benefit or Death Benefit. If so, the Charges will be deducted when withdrawn or so applied.

The amount of any such Charge will in no event exceed any maximum amount shown in the Data Pages, subject to any maximum amount permitted under any applicable law.

We have the right to change the amount of the maximum Charges with respect to future Contributions. We will give you advance notice of any such change.

SECTION 8.03 TRANSFER CHARGES

We have the right to impose a charge with respect to any transfer among Investment Options after the number of free transfers shown in the Data Pages. The amount of such charge will be set forth in a notice from us to you and will in no event exceed any maximum amount stated in the Data Pages.

SECTION 8.04 INVESTMENT FUND REDEMPTION FEE

We reserve the right to charge your Annuity Account Value for any redemption fee or other transfer charge imposed by an Investment Fund. Such amounts will be withdrawn from your Annuity Account Value as described in Section 5.01.

SECTION 8.05 CONTRACT FEE

The assets of the Variable Investment Options of the Separate Account will be subject to a daily asset charge. The Contract Fee is a daily separate account charge and is for operations, administration and distribution expenses and mortality and expense risk that we assume. The fee will be made pursuant to item (c) of “Net Investment Factor” as defined in Section 2.03. Such fee will be applied after any deductions to provide for taxes. It will be at a rate not to exceed the maximum annual rate stated in the Data Pages. We have the right to charge less on a current basis; the actual fee to apply, for at least the first Contract Year, is also stated in the Data Pages.

We may charge a Variable Investment Option Facilitation Charge in order to make certain funds available as Variable Investment Options under this Contract. This charge, if applicable, is assessed daily based on the net asset value of the Variable Investment Options that we specify. The Variable Investment Option Facilitation Charge is equivalent to an annual rate of as shown in the Data Pages.

SECTION 8.06 CHARGE FOR TAXES

We reserve the right to deduct from the amount applied to provide an Annuity Benefit a charge that we determine which is designed to approximate certain taxes that may be imposed on us, including but not limited to premium taxes which may apply in your state. If the tax to which this charge relates is imposed on us at a time other than when amounts are applied to an Annuity

Benefit or if required by your state, we reserve the right to deduct this charge for taxes from Contributions. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current annuity rates, whichever rates would provide a larger benefit with respect to the payee.

SECTION 8.07 THIRD PARTY TRANSFER CHARGE

We have the right to deduct a charge for any amount withdrawn from this Contract and directly transferred to another investment provider, retirement plan, account, or contract, as applicable. This charge would apply to direct transfers, direct rollovers and exchanges of this Contract for another contract issued by another company. This charge, if any, will be specified in the Data Pages.

SECTION 8.08 CHANGES

In addition to our right to reduce or waive charges as described in this Part VIII, we have the right, upon advance notice to you, to increase the amount of any charge stated in the Data Pages, subject to (a) any maximum amount provided in this Part VIII or the Data Pages and (b) with respect to Withdrawal Charges, the application of any increase only to Contributions made after the date of the change.

PART IX - GENERAL PROVISIONS

SECTION 9.01 CONTRACT

This Contract is the entire Contract as defined in Part I between the parties. It will govern with respect to our rights and obligations.

This Contract may not be changed, nor may any of our rights or rules be waived, except in writing and by our authorized officer.

SECTION 9.02 STATUTORY COMPLIANCE

We have the right to change this Contract without the consent of any other person in order to comply with any laws and regulations that apply. Such right will include, but not be limited to, the right to conform this Contract to reflect requirements of the Code and Treasury regulations or published rulings of the Internal Revenue Service, the Employee Retirement Income Security Act of 1974 and regulations thereunder, and federal securities laws.

Any paid-up annuity, cash surrender value or death benefits available under this Contract are not less than the minimum benefits required by any state law that applies.

SECTION 9.03 DEFERMENT

The use of proceeds to provide a payment of a Death Benefit and payment of any portion of the Annuity Account Value (less any Withdrawal Charge that applies) will be made within seven days after the Transaction Date of the request. Payments or proceeds from the Variable Investment Options can be deferred for any period during which (1) the New York Stock Exchange is closed or trading is restricted, (2) sales of securities or determination of the fair value of a Variable Investment Option's assets is not reasonably practicable because of an emergency, or (3) when the Securities and Exchange Commission has determined that a state of emergency exists that may make determination and payment impractical. We can defer payment or transfer of any portion of the Annuity Account Value in the Guaranteed Interest Option for up

to six months while you are living, subject to any required written approval from the Insurance Supervisory Official in your jurisdiction. We will provide you with the specific date on which the transfer will be effective, the reason for the delay, and the value of the transfer as of the date we receive your request.

SECTION 9.04 REPORTS AND NOTICES

At least once each year until the Maturity Date, we will send you a report showing on the start and end dates for the current period for:

- (a) the amount of Contributions, withdrawals, charges and cost of any Riders to the Annuity Account Value;

- (b) the dollar amount in the Guaranteed Interest Option, including any interest credits;
- (c) the total number of Accumulation Units in each Separate Account or Variable Investment Option;
- (d) the Accumulation Unit Values;
- (e) the dollar amount in each Separate Account or Variable Investment Option;
- (f) the Cash Value; and
- (g) the amount of the Death Benefit.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records. The information provided will be as of a date not more than four months prior to the date of mailing. We will make copies of the reports available to you upon request at no additional cost.

SECTION 9.05 CHANGE IN OWNER

Any changes in Owner designation, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of this notice.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

You may assign this Contract before the Maturity Date but we will not be bound by an assignment unless we have received it in writing at our Processing Office. The assignment shall take effect on the date the notice of assignment is signed subject to any payments made or actions

taken by us prior to receipt of this notice. Your rights and those of any other person referred to in this Contract will be subject to the assignment. We assume no responsibility for the validity of an assignment or for any rights or obligations between you and the Assignee.

SECTION 9.07 PAYMENTS

All amounts payable by you must be paid by check drawn on a bank that is subject to regulation by the United States or an agency or instrumentality thereof or a State, and payable to us (in United States dollars) or by any other method acceptable to us.

We will pay all amounts hereunder by check (drawn on a United States bank in United States dollars) or, if so agreed by you and us, by wire transfer unless stated otherwise in the Data Pages.

Any requirement for distribution or withdrawal of interest in the Contract shall be fully discharged by payment of the Death Benefit, Annuity Account Value or Cash Value, whichever

is applicable, to the Owner or the Beneficiary, as the case may be and mailed to the address as shown in our records by United States mail unless we agree to transmit the funds to another person or in another form in accordance with the terms and conditions of the Contract.

SECTION 9.08 HOW TO COMMUNICATE WITH US

All transaction requests and other notices to us must be in writing in a form satisfactory to us, and delivered by U.S. mail to our Processing Office, except to the extent we agree, by advance written notification to you, to receive such requests or notices in another manner. We may choose to change a previously accepted manner of communication at our discretion. Transaction requests or other communications sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

SECTION 9.09 MISSTATEMENT OF AGE

If the age of any person upon whose life or age a benefit provided under an optional Benefit Rider, depends ("Covered Person") has been misstated, any such benefits will be that which would have been purchased on the basis of the correct age. If the Covered Person would not have been eligible for that Rider at the correct age, (i) the Rider will be rescinded; (ii) any charges that were deducted for the benefit will be refunded and applied to the Annuity Account Value of the Contract, and (iii) only the Death Benefit provided under Section 6.02 will apply.

SECTION 9.10 INCONTESTABILITY

This Contract will be incontestable from its date of issue.

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]

If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[If the Owner is the sole spousal beneficiary under the deceased owner's [Roth] IRA then the following designation will appear after the Owner's name:]
["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]

Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]

If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]

Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

[Applicable to Qualified Plan Contracts]

[Employer:] [ABC Company]

[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [000000]

Endorsements Attached:

[Market Segment Endorsements]

[Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to Defined Contribution Qualified Plan Contracts
Endorsement Applicable to Defined Benefit Qualified Plan Contracts
Endorsement Applicable to Traditional IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Charitable Remainder Trust Endorsement
Inherited Traditional IRA Beneficiary Continuation Option (BCO) Endorsement
Inherited Roth IRA Beneficiary Continuation Option (BCO) Endorsement]

[Investment Options Endorsements]

[Endorsement Applicable to Special Dollar Cost Averaging
Endorsement Applicable to Allocation Options
Endorsement Applicable to the Asset Transfer Program (ATP)]

[Optional Riders Attached:

Guaranteed Minimum Income Benefit Rider with Guaranteed Withdrawal Benefit for
Life Conversion Benefit
“Greater of” Guaranteed Minimum Death Benefit Rider
Highest Anniversary Value Guaranteed Minimum Death Benefit Rider]

Issue Date: [January 1, 2011]

Contract Date: [January 1, 2011]

[Maturity Date: [January 1, 2046]

The Maturity Date may not be prior to [thirteen months from the Contract Date] nor later than the Contract Date Anniversary which follows the Annuitant’s [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant’s date of birth and will not change under the Contract except as described in Section 7.02 [and the next paragraph]. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant’s date of birth.

[Applicable to IRA Contract Owners only]

[If you die and your spouse elects to continue this Contract (“Spousal Continuation”), your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date.]

[Applicable to NQ Contract Owners only]

[If you die and your spouse elects to continue this Contract (“Spousal Continuation”), if you were also the sole Annuitant under the Contract, your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date. However, if your age did not originally determine the Maturity Date under the Contract, your spouse may elect to become the Annuitant, superseding any named Annuitant and your spouse’s date of birth will determine the Maturity Date.]

[For NQ Contracts with Joint Annuitants] [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

PART B -- This part describes certain provisions of your Contract.

[Applicable if the Special Dollar Cost Averaging program is available]

[Special Dollar Cost Averaging Rate [3.00%] through [December 31, 2011]]

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2011;
Annual Guaranteed Interest Rate	1.0% through December 31, 2011]
Lifetime Minimum Guaranteed Interest Rate	[1.0%]

Initial Contribution Received: [\$105,000.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

<u>Variable Investment Options</u>	<u>Amount Allocated</u>
[AXA Ultra Conservative Strategy Investment Option^]	
AXA Growth Strategy	
AXA Moderate Growth Strategy	
AXA Balanced Strategy	\$52,500
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
EQ/Money Market	\$52,500

[An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.]

Guaranteed Interest Option (“GIO”)

[No more than [25%] of the total Annuity Account Value may be allocated to the GIO]

[^ You may not contribute to or transfer amounts into the AXA Ultra Conservative Strategy Investment Option. This is the Asset Transfer Program Investment Option described in the Endorsement Applicable to the Asset Transfer Program.]

Total Amount Allocated to Investment Options): [\$105,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49]]

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Contribution Limits: Initial Contribution minimum: [\$5,000]

Subsequent Contribution minimum: [\$500] *[For Contracts issued in the NQ and IRA market segments only, the following text will appear]* [Subsequent Contributions are limited to the first Contract Year.]

We may discontinue acceptance of Contributions under the Contract upon [45 days] advance written notice to you. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline.

[We may refuse to accept any Contribution if the sum of all Contributions under all “Accumulator” and “Retirement Cornerstone” Series Contracts with the same Annuitant or Owner would then total more than [\$1,500,000].

[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph] [We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than \$500,000.]

[For Contracts issued in the [QP-DB]/[QP-DC] market segment only, the following text will appear in lieu of the previous paragraph] [We reserve the right to limit aggregate Contributions made each Contract Year after the first Contract Year to 100% of the first Contract Year Contributions. We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than 80% of the present value of the Annuitant’s accrued benefit. The only Contributions we will accept are: (i) transfers from another [QP-DB]/[QP-DC] plan and (ii) amounts attributable to a change of investment vehicles in the plan.]

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts/Certificates of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

Transfer Rules (see Section 4.02 of the Contract): Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,

- d) reject transfer requests from a person acting on behalf of multiple contract owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following text will apply when either GMIB I or GMIB II is elected with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to the Asset Transfer Program (ATP) issued with this Contract will apply.]

[The following text will apply when GMIB II or no GMIB Rider is issued with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to Investment Options issued with this Contract must be complied with.]

Withdrawals (see Section 5.01): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Withdrawals will be withdrawn on a pro rata basis from your Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Account for Special Dollar Cost Averaging.

[The following language is applicable to Traditional IRA and QP-DC Contracts]

Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to [Market Segment].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will be terminated.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

(Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] *For annuity commencement date ages 80 and greater the “period certain” is as follows:*

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person’s lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract): [\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
1	7.00%
2	7.00%
3	6.00%
4	6.00%
5	5.00%
6	3.00%
7	1.00%
8	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

Free Withdrawal Amount (see Section 8.01): [10%] of the Annuity Account Value at the beginning of the Contract Year, minus any amount previously withdrawn during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your

Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Dollar Cost Averaging program.

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.

Contract Fee (see Section 8.04 of the Contract):

Annual Rate of [1.30%] (equivalent to a daily rate of [.003585%] [plus any applicable VIO Facilitation Charge up to an annual rate equal to [0.45%] (equivalent to a daily rate of [.001236%]).]

The Contract Fee includes the following charges:

Operations Fee:	Annual rate of [0.80%]
Administration Fee:	Annual rate of [0.30%]
Distribution Fee:	Annual rate of [0.20%]
[Variable Investment Option Facilitation Charge:	Annual rate up to [0.45%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.]

Third Party Transfer Charge (see Section 8.07 of the Contract): We will deduct a charge no greater than [\$85] per occurrence for a direct rollover or direct transfer of amounts withdrawn from this Contract and transferred to a third party, or to another company, or in connection with an exchange of this Contract for a contract issued by another company.

This charge will be deducted from the Annuity Account Value in the Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Dollar Cost Averaging program.

[The following text will appear in the Data Pages if the Alternate Payment Method applies:]

[Check Preparation Charge (see Section 9.07 of the Contract): Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$[35].]

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers - In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge.

For Waivers 3, 4 and 5 specified below, there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit), beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form before any waiver benefit is provided.

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

However, for A Contract issued with the Guaranteed Minimum Income Benefit ("GMIB") Rider, that converts to GWBL, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means: (a) under Joint Life Contracts, the second to die of the Owner or the Successor Owner, and (b) under Contracts with a Non-Natural Owner, the Annuitant for a Single Life Contract or the second to die of the Annuitant or Joint Annuitant for Joint Life Contracts. [For Contracts with GMIB that convert to GWBL under a Single Life Contract with Joint Owners or Single Life Non-Natural Owner Contracts with Joint Annuitants, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means the older Owner or older Annuitant respectively.]

No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;
2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
3. the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. "Physician" means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;
 - (i) "Bathing" means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
 - (ii) "Continence" means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
 - (iii) "Dressing" means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
 - (iv) "Eating" means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

(v) “Toileting” means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

(vi) “Transferring” means moving into or out of a bed, chair or wheelchair.

4. we receive proof satisfactory to us that the Owner’s life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or
5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
 - its main function is to provide skilled, intermediate or custodial nursing care;
 - it provides continuous room and board to three or more persons;
 - it is supervised by a registered nurse or practical nurse;
 - it keeps daily medical records of each patient;
 - it controls and records all medications dispensed; and
 - its primary service is other than to provide housing for residents.
6. for NQ Contracts and Traditional and Roth IRA Contracts, (not including Inherited IRA Contracts), the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner’s death.

[Item 7 below will apply only to Contract Owners in the NQ, Traditional IRA and Roth IRA market segments]

7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 below will apply only to Contract Owners in the Traditional IRA (not applicable to Inherited IRA) and QP market segments]

8. ***[For the QP market segment]*** [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service. However, in each Contract Year, the amount of the Required Minimum Distribution withdrawal is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.] ***[Item 8 above for Traditional IRA Contracts (not applicable to Inherited IRA) only the following language will replace the immediately preceding sentence]*** [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

9. [amounts under this Contract that are directly transferred to an [Accumulator] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Items 10 and 11 apply to Contracts with a GMIB Rider]

10. [withdrawals from Contracts with a GMIB with GWBL Conversion Benefit Rider, which do not exceed (i) the AWA (described in Part I of the Rider) and (ii) the GAWA (described in Part II of the Rider) in a Contract Year.

11. amounts are applied to provide GMIB payments under your Contract when GMIB is exercised on the Last GMIB Exercise Date. The waiting period to exercise GMIB for any optional reset you may have elected for the rollup portion of your GMIB Benefit Base is also waived upon GMIB exercise on the Last GMIB Exercise Date.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Minimum Income Benefit Rider with Guaranteed Withdrawal Benefit for Live Conversion Benefit (GMIB) Rider**. Please read the Rider for the complete provisions shown below.

1. Your GIB Rider is effective as of the Contract Date.
2. **Annual Rollup Rate:**
Your Annual Rollup Rate is **[5.00%]**.
3. **Deferral Bonus Rollup Rate:**
Your Deferral Bonus Rollup Rate is **[5.50%]**.
4. *Withdrawals under the Contract will cause an adjustment to your GMIB Benefit Base as described in Section 1.02C of this Rider. The adjustment may be greater than the amount withdrawn. The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within [30] days following the last GMIB Exercise Date, withdrawal charges are not applicable.*

***Your last GMIB Exercise Date is the Contract Date Anniversary following your [85th] birthday.** You have several options on how you may proceed with this Rider on that date as described in Section 1.05. You will have [30 days] from the Last GMIB Exercise Date to make such an election. Unless you elect otherwise, on this date, this Rider will automatically convert to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider.*

5. **1.02(A)(1)(B) GMIB Annual Withdrawal Amount (“AWA”)**

The GMIB AWA for each Contract Year is equal to (i) the Rollup Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate. There is no GMIB Annual Withdrawal Amount before the [first] Contract Date Anniversary.

6. **1.02(A)(1)(I) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following your [85th] birthday. A reset is not applicable to your Annuity Account Value.

When you reset your Rollup Benefit Base, you may not exercise GMIB as described in Section 1.03 of this GMIB Rider, until the [10th] Contract Date Anniversary following the reset, or such later date as provided in Section 1.03 of this GMIB Rider. [If you reset your Rollup Benefit Base on or after age [76], notwithstanding anything to the contrary, you may

elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.]

Credits are not applied to your GMIB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base and your Rollup Benefit Base as a result of HAV Benefit Base resets and Rollup Benefit Base resets, respectively. Therefore, Credits can indirectly increase your GMIB Benefit Base.]

7. 2.01(G) Guaranteed Annual Withdrawal Amount (“GAWA”)

Your initial Guaranteed Annual Withdrawal Amount (“GAWA”) is equal to the greater of (i) the Annuity Account Value Applicable Percentage shown in the table below applied to your Annuity Account Value and (ii) the GMIB Benefit Base Applicable Percentage shown in the table below applied to your GMIB Benefit Base. Both these values are determined as of the GWBL Conversion Effective Date.

Single Life Benefit Contract Applicable Percentages: For purposes of determining your initial GAWA, the percentages shown in the Single Life line in the table are used.

If your initial Applicable Percentage is the percentage shown in column B of the table, it will increase to the percentage shown in Column A on any Contract Date Anniversary on which your Benefit Base is increased by an Annual Ratchet.

Joint Life Benefit Contract Applicable Percentages: The Applicable Percentage is based on your age or the age of the Successor Owner [NQ only: or Joint Owner, as applicable], whoever is younger. For a Joint Life Benefit Contract with a Non-Natural Owner, the Applicable Percentage is based on the younger Annuitant’s age. The Applicable Percentages are shown in the Joint Life line for the appropriate age in the table below.

If you change your benefit to a Joint Life Benefit Contract on or after your GWBL Conversion Effective Date, the Applicable Percentage is re-determined as an initial Applicable Percentage as described above.

For Joint Life Benefit Contracts, if the GWBL Benefit Base is increased by an Annual Ratchet after the GWBL Conversion Effective Date, then as of the Contract Date Anniversary for that Annual Ratchet, the Applicable Percentage will be the percentage shown in Column A for the current age of the younger spouse:

	A Applicable Percentage if Annuity Account Value produces a higher GAWA	B Applicable Percentage if GMIB Benefit Base produces a higher GAWA
Single Life (All ages)	[6.0%]	[5.0%]
Joint Life if younger spouse is:		
Age [85+	[5.5%	[4.0%
Ages 80-84	5.0%	3.5%
Ages 75-79	4.5%	3.0%
Ages 70-74]	4.0%]	2.5%]

Your GAWA may be taken through an Automatic Payment Plan we offer. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

8. **2.01(I) Excess Withdrawal**

An Excess Withdrawal occurs when you withdraw more than your GAWA in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your GAWA, the portion of the amount of that withdrawal that exceeds your GAWA and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

If you make an Excess Withdrawal, we recalculate your Benefit Base and the GAWA, as follows: 1) The Benefit Base is reduced on a pro-rata basis by an Excess Withdrawal on the date of the withdrawal. 2) The GAWA for the next Contract Year is recalculated to equal the Applicable Percentage multiplied by the reset Benefit Base.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

9. **3.02 The Cost of this Rider**

[If GMIB I is elected]

Guaranteed Minimum Income Benefit: The current charge for this benefit is [0.90%] of the GMIB Benefit Base and [0.90%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge upon reset of the Rollup Benefit Base benefit is [1.20%] of the Rider's Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.]

We will determine and, deduct the above charge(s) annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. We will deduct the above charges for the portion of any Contract Year in which this benefit is terminated pursuant to Section 3.03 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an

Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.]

[Terms and Conditions Applicable to your “**Greater of**” **Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **Annual Rollup Rate:**
Your Annual Rollup Rate is [5.00%].

3. **Deferral Bonus Rollup Rate:**
Your Deferral Bonus Rollup Rate is [5.50%].

4. **1.02(A)(7) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Rollup Benefit Base again until the [first] or later Contract Date Anniversary following the reset. A Reset is not permitted after the Contract Date Anniversary following your [85th] birthday.

If you reset your Rollup Benefit Base under this GMDB Rider, you must also reset your Rollup Benefit Base under your GMIB Rider.

5. **1.04 The Cost of This Rider**

[IF GMIB I is elected]

[The current charge for this benefit is [0.90%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.05%] of the Rider’s Benefit Base.]

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section 1.05 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining

portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **IV. The Cost of This Rider**

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. You have elected this Rider with the GIB Rider. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **III. Effect of Withdrawals on your Highest Anniversary Value Benefit Base**

The HAV Benefit Base will be reduced by withdrawals. [Prior to completion of [one] [Contract Year[s], your HAV GMDB will be reduced on a pro-rata basis.]

[After completion of your [first] [Contract Year]], your HAV Benefit Base will be reduced on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year does not exceed your Guaranteed Minimum Income Benefit ("GMIB") Annual Withdrawal Amount ("AWA"), as described in your GMIB Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your GMIB AWA the portion of that withdrawal that exceeds your GMIB AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the Contract Date Anniversary following your [85th] birthday (Last GMIB Exercise Date), your HAV Benefit Base will be reduced by all withdrawals including RMD withdrawals on a pro-rata basis, beginning on the transaction date of the GMIB Rider termination.

Provided that your GMIB Rider has not converted to a GWBL Rider, upon termination of your GMIB Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV Benefit Base will be reduced by withdrawals on a dollar for dollar basis. However, the portion of any withdrawal that exceeds [5%] of the HAV Benefit Base at the beginning of a Contract Year, and any subsequent withdrawals in that Contract Year, will cause a pro-rata reduction of the HAV Benefit Base.

3. **IV. The Cost of This Rider**

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Earnings Enhancement Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your Earnings Enhancement Rider is effective as of the Contract Date.

2. **I. This Rider's Benefit**

The [Earnings Enhancement Benefit] Death Benefit Increment is equal to:

[40% (for Owner's issue ages up to age 70) or
25% (for Owner's issue ages 71 through 75)]

of your Death Benefit as described in the Death Benefit section less your [Earnings Enhancement Benefit] Contributions.

3. **III. The Cost of This Rider**

The charge for this benefit is [0.35%] of the Annuity Account Value. This charge is based on the Annuity Account Value on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section IV. of this

Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.]

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[If the Owner is the sole spousal beneficiary under the deceased owner's [Roth] IRA then the following designation will appear after the Owner's name:]
["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]

Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]

Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:

[Market Segment Endorsements]

[Endorsement Applicable to Non-Qualified Contracts]

[Endorsement Applicable to Traditional IRA Contracts]

[Endorsement Applicable to Roth IRA Contracts]

[Inherited Traditional IRA Beneficiary Continuation Option (BCO) Endorsement]

[Inherited Roth IRA Beneficiary Continuation Option (BCO) Endorsement]

[Investment Options Endorsements]

[Endorsement Applicable to Special Money Market Dollar Cost Averaging]

[Endorsement Applicable to Allocation Options]

[Endorsement Applicable to the Asset Transfer Program (ATP)]

[Optional Riders Attached:

[Guaranteed Minimum Income Benefit Rider with Guaranteed Withdrawal Benefit for Life Conversion Benefit]

“Greater of” Guaranteed Minimum Death Benefit Rider

Highest Anniversary Value Guaranteed Minimum Death Benefit Rider]

Issue Date: [January 1, 2011]

Contract Date: [January 1, 2011]

Maturity Date: [January 1, 2046]

The Maturity Date may not be prior to [thirteen months from the Contract Date] nor later than the Contract Date Anniversary which follows the Annuitant’s [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant’s date of birth and will not change under the Contract except as described in Section 7.02 [and the next paragraph]. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant’s date of birth.

[Applicable to IRA Contract Owners only]

[If you die and your spouse elects to continue this Contract (“Spousal Continuation”), your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date.]

[Applicable to NQ Contract Owners only]

[If you die and your spouse elects to continue this Contract (“Spousal Continuation”), if you were also the sole Annuitant under the Contract, your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date. However, if your age did not originally determine the Maturity Date under the Contract, your spouse may elect to become the Annuitant, superseding any named Annuitant and your spouse’s date of birth will determine the Maturity Date.]

[For NQ Contracts with Joint Annuitants] [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

PART B -- This part describes certain provisions of your Contract.

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2011;
Annual Guaranteed Interest Rate	1.0% through December 31, 2011]
Lifetime Minimum Guaranteed Interest Rate	[1.0%]

Initial Contribution Received: [\$105,000.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

<u>Variable Investment Options</u>	<u>Amount Allocated</u>
[AXA Ultra Conservative Strategy Investment Option^] AXA Growth Strategy AXA Moderate Growth Strategy AXA Balanced Strategy AXA Conservative Growth Strategy AXA Conservative Strategy EQ/Money Market	 \$52,500 \$52,500

[An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.]

Guaranteed Interest Option (“GIO”)

[No more than [25%] of the total Annuity Account Value may be allocated to the GIO]

[^ You may not contribute to or transfer amounts into the AXA Ultra Conservative Strategy Investment Option. This is the Asset Transfer Program Investment Option described in the Endorsement Applicable to the Asset Transfer Program.]

Total Amount Allocated to Investment Options): [\$105,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49]

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Contribution Limits: Initial Contribution minimum: [\$25,000]

Subsequent Contribution minimum: [\$500] Subsequent Contributions are limited to the first Contract Year.

We may discontinue acceptance of Contributions under the Contract upon [45 days] advance written notice to you. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline.

[We may refuse to accept any Contribution if the sum of all Contributions under all “Accumulator” and “Retirement Cornerstone” Series Contracts with the same Annuitant or Owner would then total more than [\$1,500,000].

[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph] [We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than \$500,000.]

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts/Certificates of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

Transfer Rules (see Section 4.02 of the Contract): Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple contract owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit

value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following text will apply when either GMIB I or GMIB II is elected with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to the Asset Transfer Program (ATP) issued with this Contract will apply.]

[The following text will apply when GMIB II or no GMIB Rider is issued with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to Investment Options issued with this Contract must be complied with.]

Withdrawals (see Section 5.01): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300].

Withdrawals will be withdrawn on a pro rata basis from your Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Account for Special Money Market Dollar Cost Averaging.

[The following language is applicable to Traditional IRA Contracts]

Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to [Market Segment].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will be terminated.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

(Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

Life Annuity 10 Year Period Certain *For annuity commencement date ages 80 and greater the “period certain” is as follows:*

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person’s lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract): [\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Money Market Dollar Cost Averaging program.

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.

Contract Fee (see Section 8.04 of the Contract):

Annual Rate of [1.70%] (equivalent to a daily rate of [.000686%] plus any applicable VIO Facilitation Charge up to an annual rate equal to [0.45%] (equivalent to a daily rate of [.001236%])).

The Contract Fee includes the following charges:

Operations Fee:	Annual rate of [1.10%]
Administration Fee:	Annual rate of [0.25%]
Distribution Fee:	Annual rate of [0.35%]
[Variable Investment Option Facilitation Charge:	Annual rate up to [0.45%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.]

Third Party Transfer Charge (see Section 8.07 of the Contract): We will deduct a charge no greater than [\$85] per occurrence for a direct rollover or direct transfer of amounts withdrawn from this Contract and transferred to a third party, or to another company, or in connection with an exchange of this Contract for a contract issued by another company.

This charge will be deducted from the Annuity Account Value in the Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Money Market Dollar Cost Averaging program.

[The following text will appear in the Data Pages if the Alternate Payment Method applies]

[Check Preparation Charge (see Section 9.07 of the Contract): Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$[35].]

Part D – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Minimum Income Benefit Rider with Guaranteed Withdrawal Benefit for Live Conversion Benefit (GMIB) Rider**. Please read the Rider for the complete provisions shown below.

1. Your GIB Rider is effective as of the Contract Date.
2. **Annual Rollup Rate:**
Your Annual Rollup Rate is **[5.00%]**.
3. **Deferral Bonus Rollup Rate:**
Your Deferral Bonus Rollup Rate is **[5.50%]**.
4. *Withdrawals under the Contract will cause an adjustment to your GMIB Benefit Base as described in Section 1.02C of this Rider. The adjustment may be greater than the amount withdrawn.*

***Your last GMIB Exercise Date is the Contract Date Anniversary following your [85th] birthday.** You have several options on how you may proceed with this Rider on that date as described in Section 1.05. You will have [30 days] from the Last GMIB Exercise Date to make such an election. Unless you elect otherwise, on this date, this Rider will automatically convert to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider.*

5. **1.02(A)(1)(B) GMIB Annual Withdrawal Amount (“AWA”)**

The GMIB AWA for each Contract Year is equal to (i) the Rollup Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate. There is no GMIB Annual Withdrawal Amount before the [first] Contract Date Anniversary.

6. **1.02(A)(1)(I) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following your [85th] birthday. A reset is not applicable to your Annuity Account Value.

When you reset your Rollup Benefit Base, you may not exercise GMIB as described in Section 1.03 of this GMIB Rider, until the [10th] Contract Date Anniversary following the reset, or such later date as provided in Section 1.03 of this GMIB Rider. [If you reset your Rollup Benefit Base on or after age [76], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.]

Credits are not applied to your GMIB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base

and your Rollup Benefit Base as a result of HAV Benefit Base resets and Rollup Benefit Base resets, respectively. Therefore, Credits can indirectly increase your GMIB Benefit Base.]

7. 2.01(G) Guaranteed Annual Withdrawal Amount (“GAWA”)

Your initial Guaranteed Annual Withdrawal Amount (“GAWA”) is equal to the greater of (i) the Annuity Account Value Applicable Percentage shown in the table below applied to your Annuity Account Value and (ii) the GMIB Benefit Base Applicable Percentage shown in the table below applied to your GMIB Benefit Base. Both these values are determined as of the GWBL Conversion Effective Date.

Single Life Benefit Contract Applicable Percentages: For purposes of determining your initial GAWA, the percentages shown in the Single Life line in the table are used.

If your initial Applicable Percentage is the percentage shown in column B of the table, it will increase to the percentage shown in Column A on any Contract Date Anniversary on which your Benefit Base is increased by an Annual Ratchet.

Joint Life Benefit Contract Applicable Percentages: The Applicable Percentage is based on your age or the age of the Successor Owner [NQ only: or Joint Owner, as applicable], whoever is younger. For a Joint Life Benefit Contract with a Non-Natural Owner, the Applicable Percentage is based on the younger Annuitant’s age. The Applicable Percentages are shown in the Joint Life line for the appropriate age in the table below.

If you change your benefit to a Joint Life Benefit Contract on or after your GWBL Conversion Effective Date, the Applicable Percentage is re-determined as an initial Applicable Percentage as described above.

For Joint Life Benefit Contracts, if the GWBL Benefit Base is increased by an Annual Ratchet after the GWBL Conversion Effective Date, then as of the Contract Date Anniversary for that Annual Ratchet, the Applicable Percentage will be the percentage shown in Column A for the current age of the younger spouse:

	A Applicable Percentage if Annuity Account Value produces a higher GAWA	B Applicable Percentage if GMIB Benefit Base produces a higher GAWA
Single Life (All ages)	[6.0%]	[5.0%]
Joint Life if younger spouse is:		
Age [85+	[5.5%	[4.0%
Ages 80-84	5.0%	3.5%
Ages 75-79	4.5%	3.0%
Ages 70-74]	4.0%]	2.5%]

Your GAWA may be taken through an Automatic Payment Plan we offer. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

8. **2.01(I) Excess Withdrawal**

An Excess Withdrawal occurs when you withdraw more than your GAWA in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your GAWA, the portion of the amount of that withdrawal that exceeds your GAWA and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

If you make an Excess Withdrawal, we recalculate your Benefit Base and the GAWA, as follows: 1) The Benefit Base is reduced on a pro-rata basis by an Excess Withdrawal on the date of the withdrawal. 2) The GAWA for the next Contract Year is recalculated to equal the Applicable Percentage multiplied by the reset Benefit Base.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

9. **3.02 The Cost of this Rider**

[If GMIB I is elected]

Guaranteed Minimum Income Benefit: The current charge for this benefit is [0.90%] of the GMIB Benefit Base and [0.90%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge upon reset of the Rollup Benefit Base benefit is [1.20%] of the Rider's Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.]

We will determine and, deduct the above charge(s) annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. We will deduct the above charges for the portion of any Contract Year in which this benefit is terminated pursuant to Section 3.03 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging.]

[Terms and Conditions Applicable to your “**Greater of**” **Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **Annual Rollup Rate:**
Your Annual Rollup Rate is [5.00%].

3. **Deferral Bonus Rollup Rate:**
Your Deferral Bonus Rollup Rate is [5.50%].

4. **1.02(A)(7) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Rollup Benefit Base again until the [first] or later Contract Date Anniversary following the reset. A Reset is not permitted after the Contract Date Anniversary following your [85th] birthday.

If you reset your Rollup Benefit Base under this GMDB Rider, you must also reset your Rollup Benefit Base under your GMIB Rider.

5. **1.04 The Cost of This Rider**

[IF GMIB I is elected]

The current charge for this benefit is [0.90%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.05%] of the Rider’s Benefit Base.]

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section 1.05 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **IV. The Cost of This Rider**

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. You have elected this Rider with the GIB Rider. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **III. Effect of Withdrawals on your Highest Anniversary Value Benefit Base**

The HAV Benefit Base will be reduced by withdrawals. [During each Contract Year, prior to completion of [one] [Contract Year[s], your HAV GMDB will be reduced on a pro-rata basis.]

[After completion of your [first] [Contract Year]], your HAV Benefit Base will be reduced on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year does not exceed your Guaranteed Minimum Income Benefit ("GMIB") Annual Withdrawal Amount ("AWA"), as described in your GMIB Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your GMIB AWA the portion of that withdrawal that exceeds your GMIB AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the Contract Date Anniversary following your [85th] birthday (Last GMIB Exercise Date), your HAV Benefit Base will be reduced by all withdrawals including RMD withdrawals on a pro-rata basis, beginning on the transaction date of the GMIB Rider termination.

Provided that your GMIB Rider has not converted to a GWBL Rider, upon termination of your GMIB Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV Benefit Base

will be reduced by withdrawals on a dollar for dollar basis. However, the portion of any withdrawal that exceeds [5%] of the HAV Benefit Base at the beginning of a Contract Year, and any subsequent withdrawals in that Contract Year, will cause a pro-rata reduction of the HAV Benefit Base.

3. **IV. The Cost of This Rider**

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Earnings Enhancement Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your Earnings Enhancement Rider is effective as of the Contract Date.

a. **I. This Rider's Benefit**

The [Earnings Enhancement Benefit] Death Benefit Increment is equal to:

[40% (for Owner's issue ages up to age 70) or
25% (for Owner's issue ages 71 through 75)]

of your Death Benefit as described in the Death Benefit section less your [Earnings Enhancement Benefit] Contributions.

3. **III. The Cost of This Rider**

The charge for this benefit is [0.35%] of the Annuity Account Value. This charge is based on the Annuity Account Value on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section IV. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging.]

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Qualified Plan Contracts]

[Employer;] [ABC Company]

[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:

Endorsement Applicable to Credits Applied to Annuity Account Value

[Market Segment Endorsements]

[Endorsement Applicable to Non-Qualified Contracts]

Endorsement Applicable to Defined Contribution Qualified Plan Contracts

Endorsement Applicable to Defined Benefit Qualified Plan Contracts

Endorsement Applicable to Traditional IRA Contracts

Endorsement Applicable to Roth IRA Contracts]

[Investment Options Endorsements]

[Endorsement Applicable to Special Money Market Dollar Cost Averaging

Endorsement Applicable to Allocation Options

Endorsement Applicable to the Asset Transfer Program (ATP)]

[Optional Riders Attached:

Guaranteed Minimum Income Benefit Rider with Guaranteed Withdrawal Benefit for Life Conversion Benefit

“Greater of” Guaranteed Minimum Death Benefit Rider

Highest Anniversary Value Guaranteed Minimum Death Benefit Rider]

Issue Date: [January 1, 2011]
Contract Date: [January 1, 2011]
Maturity Date: [January 1, 2046]

The Maturity Date may not be prior to [five years from the Contract Date] nor later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02 [and the next paragraph]. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth.

[Applicable to IRA Contract Owners only]

[If you die and your spouse elects to continue this Contract ("Spousal Continuation"), your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date.]

[Applicable to NQ Contract Owners only]

[If you die and your spouse elects to continue this Contract ("Spousal Continuation"), if you were also the sole Annuitant under the Contract, your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date. However, if your age did not originally determine the Maturity Date under the Contract, your spouse may elect to become the Annuitant, superseding any named Annuitant and your spouse's date of birth will determine the Maturity Date.]

[For NQ Contracts with Joint Annuitants] [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.

PART B -- This part describes certain provisions of your Contract.

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2011;
Annual Guaranteed Interest Rate	1.0% through December 31, 2011]
Lifetime Minimum Guaranteed Interest Rate	[1.0%]

Initial Contribution Received: [\$100,000.00]

[Applicable only if indicated by Owner]

[Expected First [12 Month] Contribution: [\$ 1,000,000.00]]

Credit Amount – of Initial Contribution: [\$ 5,000.00/ N/A*]

(see Endorsement Applicable to Credits Applied to Annuity Account Value)

*[Credits are not applied to Contributions that result from a Roth IRA conversion from [any AXA Equitable] Extra Credit Traditional IRA Contract]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

Account for Special Money Market Dollar Cost Averaging

<u>Variable Investment Options</u>	<u>Amount Allocated</u>
[AXA Ultra Conservative Strategy Investment Option^]	
AXA Growth Strategy	
AXA Moderate Growth Strategy	
AXA Balanced Strategy	\$52,500
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
EQ/Money Market	\$52,500

[An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.]

Guaranteed Interest Option (“GIO”)

[No more than [25%] of the total Annuity Account Value may be allocated to the GIO]

[^ You may not contribute to or transfer amounts into the AXA Ultra Conservative Strategy Investment Option. This is the Asset Transfer Program Investment Option described in the Endorsement Applicable to the Asset Transfer Program.]

Total Amount Allocated to Investment Options): [\$105,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49]]

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Contribution Limits: Initial Contribution minimum: [\$10,000]

Subsequent Contribution minimum: [\$500] *[For Contracts issued in the NQ and IRA market segments only, the following text will appear]* [Subsequent Contributions are limited to the first Contract Year.]

We may discontinue acceptance of Contributions under the Contract upon [45 days] advance written notice to you. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline.

[We may refuse to accept any Contribution if the sum of all Contributions under all [“Accumulator” and “Retirement Cornerstone”] Series Contracts with the same Annuitant or Owner would then total more than [\$1,500,000].

[For Contracts issued in the [QP-DB]/[QP-DC] market segment only, the following text will appear in lieu of the previous paragraph] [We reserve the right to limit aggregate Contributions made each Contract Year after the first Contract Year to 100% of the first Contract Year Contributions. We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than 80% of the present value of the Annuitant’s accrued benefit. The only Contributions we will accept are: (i) transfers from another [QP-DB]/[QP-DC] plan and (ii) amounts attributable to a change of investment vehicles in the plan.]

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts/Certificates of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

Transfer Rules (see Section 4.02 of the Contract): Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple contract owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,

- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following text will apply when either GMIB I or GMIB II is elected with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to the Asset Transfer Program (ATP) issued with this Contract will apply.]

[The following text will apply when GMIB II or no GMIB Rider is issued with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to Investment Options issued with this Contract must be complied with.]

Withdrawals (see Section 5.01): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300]. *[Applicable to QP-DB and QP-DC market segments only:]* [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Withdrawals will be withdrawn on a pro rata basis from your Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Special Money Market Dollar Cost Averaging program.

[The following language is applicable to Traditional IRA and QP-DC Contracts]

Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to [Market Segment].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will be terminated.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

(Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

Life Annuity 10 Year Period Certain *For annuity commencement date ages 80 and greater the “period certain” is as follows:*

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person’s lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value. The “Conditions Relating to Credits” in the “Endorsement Applicable to Credits Applied to Annuity Account Value” sets forth additional terms and conditions relating to your Annuity Benefit options under the Contract.

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract): [\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
1	8.00%
2	8.00%
3	7.00%
4	6.00%
5	5.00%
6	4.00%
7	3.00%
8	2.00%
9	1.00%
10 and later	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

Free Withdrawal Amount (see Section 8.01): [10%] of the Annuity Account Value at the beginning of the Contract Year, minus any amount previously withdrawn during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Money Market Dollar Cost Averaging program.

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.

Contract Fee (see Section 8.04 of the Contract):

Annual Rate of [1.55%] (equivalent to a daily rate of [.003724%] [plus any applicable VIO Facilitation Charge up to an annual rate equal to [0.45%] (equivalent to a daily rate of [.001236%]).]

The Contract Fee includes the following charges:

Operations Fee:	Annual rate of [0.95%]
Administration Fee:	Annual rate of [0.35%]
Distribution Fee:	Annual rate of [0.25%]

[Variable Investment Option Facilitation Charge: Annual rate up to [0.45]%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

- a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
- a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
- a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.]

Third Party Transfer Charge (see Section 8.07 of the Contract): We will deduct a charge no greater than [\$85] per occurrence for a direct rollover or direct transfer of amounts withdrawn from this Contract

and transferred to a third party, or to another company, or in connection with an exchange of this Contract for a contract issued by another company.

This charge will be deducted from the Annuity Account Value in the Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Money Market Dollar Cost Averaging program.

[The following text will appear in the Data Pages if the Alternate Payment Method applies]

[Check Preparation Charge (see Section 9.07 of the Contract): Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$[35].]

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers - *In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge.*

For Waivers 3, 4 and 5 specified below, there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit), beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form before any waiver benefit is provided.

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

However, for A Contract issued with the Guaranteed Minimum Income Benefit ("GMIB") Rider, that converts to GWBL, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means: (a) under Joint Life Contracts, the second to die of the Owner or the Successor Owner, and (b) under Contracts with a Non-Natural Owner, the Annuitant for a Single Life Contract or the second to die of the Annuitant or Joint Annuitant for Joint Life Contracts. [For Contracts with GMIB that convert to GWBL under a Single Life Contract with Joint Owners or Single Life Non-Natural Owner Contracts with Joint Annuitants, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means the older Owner or older Annuitant respectively.]

No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;
2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
3. the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. "Physician" means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;
 - (i) "Bathing" means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
 - (ii) "Continence" means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
 - (iii) "Dressing" means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
 - (iv) "Eating" means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
 - (v) "Toileting" means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
 - (vi) "Transferring" means moving into or out of a bed, chair or wheelchair.

4. we receive proof satisfactory to us that the Owner's life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or
5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
 - its main function is to provide skilled, intermediate or custodial nursing care;
 - it provides continuous room and board to three or more persons;
 - it is supervised by a registered nurse or practical nurse;
 - it keeps daily medical records of each patient;
 - it controls and records all medications dispensed; and
 - its primary service is other than to provide housing for residents.
6. for NQ Contracts and Traditional and Roth IRA Contracts, (not including Inherited IRA Contracts), the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death.

[Item 7 below will apply only to Contract Owners in the NQ, Traditional IRA and Roth IRA market segments]

7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 below will apply only to Contract Owners in the Traditional IRA (not applicable to Inherited IRA) and QP market segments]

8. ***[For the QP market segment]*** [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service. However, in each Contract Year, the amount of the Required Minimum Distribution withdrawal is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.] ***[Item 8 above for Traditional IRA Contracts (not applicable to Inherited IRA) only the following language will replace the immediately preceding sentence]*** [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

9. [amounts under this Contract that are directly transferred to an [Accumulator] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Items 10 and 11 apply to Contracts with a GMIB Rider]

10. [withdrawals from Contracts with a GMIB with GWBL Conversion Benefit Rider, which do not exceed (i) the AWA (described in Part I of the Rider) and (ii) the GAWA (described in Part II of the Rider) in a Contract Year.
11. amounts are applied to provide GMIB payments under your Contract when GMIB is exercised on the Last GMIB Exercise Date. The waiting period to exercise GMIB for any optional reset you may have elected for the rollup portion of your GMIB Benefit Base is also waived upon GMIB exercise on the Last GMIB Exercise Date.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Minimum Income Benefit Rider with Guaranteed Withdrawal Benefit for Live Conversion Benefit (GMIB) Rider**. Please read the Rider for the complete provisions shown below.

1. Your GIB Rider is effective as of the Contract Date.
2. **Annual Rollup Rate:**
Your Annual Rollup Rate is [5.00%].
3. **Deferral Bonus Rollup Rate:**
Your Deferral Bonus Rollup Rate is [5.50%].
4. *Withdrawals under the Contract will cause an adjustment to your GMIB Benefit Base as described in Section 1.02C of this Rider. The adjustment may be greater than the amount withdrawn. [The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within [30] days following the last GMIB Exercise Date, withdrawal charges are not applicable.]*

Your last GMIB Exercise Date is the Contract Date Anniversary following your [85th] birthday. You have several options on how you may proceed with this Rider on that date as described in Section 1.05. You will have [30 days] from the Last GMIB Exercise Date to make such an election. Unless you elect otherwise, on this date, this Rider will automatically convert to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider.

5. **1.02(A)(1)(B) GMIB Annual Withdrawal Amount (“AWA”)**

The GMIB AWA for each Contract Year is equal to (i) the Rollup Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate. There is no GMIB Annual Withdrawal Amount before the [first] Contract Date Anniversary.

6. **1.02(A)(1)(I) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following your [85th] birthday. A reset is not applicable to your Annuity Account Value.

When you reset your Rollup Benefit Base, you may not exercise GMIB as described in Section 1.03 of this GMIB Rider, until the [10th] Contract Date Anniversary following the reset, or such later date as provided in Section 1.03 of this GMIB Rider. [If you reset your Rollup Benefit Base on or after age [76], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.]

7. 2.01(G) Guaranteed Annual Withdrawal Amount (“GAWA”)

Your initial Guaranteed Annual Withdrawal Amount (“GAWA”) is equal to the greater of (i) the Annuity Account Value Applicable Percentage shown in the table below applied to your Annuity Account Value and (ii) the GMIB Benefit Base Applicable Percentage shown in the table below applied to your GMIB Benefit Base. Both these values are determined as of the GWBL Conversion Effective Date.

Single Life Benefit Contract Applicable Percentages: For purposes of determining your initial GAWA, the percentages shown in the Single Life line in the table are used.

If your initial Applicable Percentage is the percentage shown in column B of the table, it will increase to the percentage shown in Column A on any Contract Date Anniversary on which your Benefit Base is increased by an Annual Ratchet.

Joint Life Benefit Contract Applicable Percentages: The Applicable Percentage is based on your age or the age of the Successor Owner [NQ only: or Joint Owner, as applicable], whoever is younger. For a Joint Life Benefit Contract with a Non-Natural Owner, the Applicable Percentage is based on the younger Annuitant’s age. The Applicable Percentages are shown in the Joint Life line for the appropriate age in the table below.

If you change your benefit to a Joint Life Benefit Contract on or after your GWBL Conversion Effective Date, the Applicable Percentage is re-determined as an initial Applicable Percentage as described above.

For Joint Life Benefit Contracts, if the GWBL Benefit Base is increased by an Annual Ratchet after the GWBL Conversion Effective Date, then as of the Contract Date Anniversary for that Annual Ratchet, the Applicable Percentage will be the percentage shown in Column A for the current age of the younger spouse:

	A Applicable Percentage if Annuity Account Value produces a higher GAWA	B Applicable Percentage if GMIB Benefit Base produces a higher GAWA
Single Life (All ages)	[6.0%]	[5.0%]
Joint Life if younger spouse is:		
Age [85+	[5.5%	[4.0%
Ages 80-84	5.0%	3.5%
Ages 75-79	4.5%	3.0%
Ages 70-74]	4.0%]	2.5%]

Your GAWA may be taken through an Automatic Payment Plan we offer. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

8. **2.01(I) Excess Withdrawal**

An Excess Withdrawal occurs when you withdraw more than your GAWA in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your GAWA, the portion of the amount of that withdrawal that exceeds your GAWA and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

If you make an Excess Withdrawal, we recalculate your Benefit Base and the GAWA, as follows: 1) The Benefit Base is reduced on a pro-rata basis by an Excess Withdrawal on the date of the withdrawal. 2) The GAWA for the next Contract Year is recalculated to equal the Applicable Percentage multiplied by the reset Benefit Base.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

9. **3.02 The Cost of this Rider**

[If GMIB I is elected]

[Guaranteed Minimum Income Benefit: The current charge for this benefit is [0.90%] of the GMIB Benefit Base and [0.90%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge upon reset of the Rollup Benefit Base benefit is [1.20%] of the Rider's Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.]

We will determine and, deduct the above charge(s) annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. We will deduct the above charges for the portion of any Contract Year in which this benefit is terminated pursuant to Section 3.03 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **“Greater of” Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **Annual Rollup Rate:**
Your Annual Rollup Rate is [5.00%].

3. **Deferral Bonus Rollup Rate:**
Your Deferral Bonus Rollup Rate is [5.50%].

4. **1.02(A)(7) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Rollup Benefit Base again until the [first] or later Contract Date Anniversary following the reset. A Reset is not permitted after the Contract Date Anniversary following your [85th] birthday.

If you reset your Rollup Benefit Base under this GMDB Rider, you must also reset your Rollup Benefit Base under your GMIB Rider.

5. **1.04 The Cost of This Rider**

[IF GMIB I is elected]

[The current charge for this benefit is [0.90%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.05%] of the Rider's Benefit Base.]

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section 1.05 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging.

6. Credits are not applied to your GMDB Benefit Base. However, credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base and your Rollup Benefit Base as a result of ratchets and resets, respectively. Therefore, credits can indirectly increase your GMDB Benefit Base.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **IV. The Cost of This Rider**

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging.

3. Credits are not applied to your GMDB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base as a result of ratchets. Therefore, Credits can indirectly increase your GMDB Benefit Base.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. You have elected this Rider with the GIB Rider. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **III. Effect of Withdrawals on your Highest Anniversary Value Benefit Base**

The HAV Benefit Base will be reduced by withdrawals. [During each Contract Year, prior to completion of [one] [Contract Year[s], your HAV GMDB will be reduced on a pro-rata basis.]

After completion of your [first] [Contract Year]], your HAV Benefit Base will be reduced on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year does not exceed your Guaranteed Minimum Income Benefit ("GMIB") Annual Withdrawal Amount ("AWA"), as described in your GMIB Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your GMIB AWA the portion of that withdrawal that exceeds your GMIB AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the Contract Date Anniversary following your [85th] birthday (Last GMIB Exercise Date), your HAV

Benefit Base will be reduced by all withdrawals including RMD withdrawals on a pro-rata basis, beginning on the transaction date of the GMIB Rider termination.

Provided that your GMIB Rider has not converted to a GWBL Rider, upon termination of your GMIB Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV Benefit Base will be reduced by withdrawals on a dollar for dollar basis. However, the portion of any withdrawal that exceeds [5%] of the HAV Benefit Base at the beginning of a Contract Year, and any subsequent withdrawals in that Contract Year, will cause a pro-rata reduction of the HAV Benefit Base.

3. **IV. The Cost of This Rider**

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging.

4. Credits are not applied to your GMDB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base as a result of ratchets. Therefore, Credits can indirectly increase your GMDB Benefit Base.]

[Terms and Conditions Applicable to your **Earnings Enhancement Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your Earnings Enhancement Rider is effective as of the Contract Date.

a. **I. This Rider's Benefit**

The [Earnings Enhancement Benefit] Death Benefit Increment is equal to:

[40% (for Owner's issue ages up to age 70) or
25% (for Owner's issue ages 71 through 75)]

of your Death Benefit as described in the Death Benefit section less your [Earnings Enhancement Benefit] Contributions.

3. **III. The Cost of This Rider**

The charge for this benefit is [0.35%] of the Annuity Account Value. This charge is based on the Annuity Account Value on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section IV. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging.]

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[If the Owner is the sole spousal beneficiary under the deceased owner's [Roth] IRA then the following designation will appear after the Owner's name:]
["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]

Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]

Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

[Applicable to Qualified Plan Contracts]

[Employer:] [ABC Company]

[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:
[Market Segment Endorsements]

[Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to Defined Contribution Qualified Plan Contracts
Endorsement Applicable to Defined Benefit Qualified Plan Contracts
Endorsement Applicable to Traditional IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Charitable Remainder Trust Endorsement
Inherited Traditional IRA Beneficiary Continuation Option (BCO) Endorsement
Inherited Roth IRA Beneficiary Continuation Option (BCO) Endorsement]
[Investment Options Endorsements]
[Endorsement Applicable to Special Dollar Cost Averaging
Endorsement Applicable to Allocation Options
Endorsement Applicable to the Asset Transfer Program (ATP)]

[Optional Riders Attached:

Guaranteed Minimum Income Benefit Rider with Guaranteed Withdrawal Benefit for Life Conversion Benefit
“Greater of” Guaranteed Minimum Death Benefit Rider
Highest Anniversary Value Guaranteed Minimum Death Benefit Rider]

Issue Date: [January 1, 2011]

Contract Date: [January 1, 2011]

[Maturity Date: [January 1, 2046]

The Maturity Date may not be prior to [thirteen months from the Contract Date] nor later than the Contract Date Anniversary which follows the Annuitant’s [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant’s date of birth and will not change under the Contract except as described in Section 7.02 [and the next paragraph]. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant’s date of birth.

[Applicable to IRA Contract Owners only]

[If you die and your spouse elects to continue this Contract (“Spousal Continuation”), your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date.]

[Applicable to NQ Contract Owners only]

[If you die and your spouse elects to continue this Contract (“Spousal Continuation”), if you were also the sole Annuitant under the Contract, your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date. However, if your age did not originally determine the Maturity Date under the Contract, your spouse may elect to become the Annuitant, superseding any named Annuitant and your spouse’s date of birth will determine the Maturity Date.]

[For NQ Contracts with Joint Annuitants] [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

PART B -- This part describes certain provisions of your Contract.

[Applicable if the Special Dollar Cost Averaging program is available]

[Special Dollar Cost Averaging Rate [3.00%] through [December 31, 2011]]

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2011;
Annual Guaranteed Interest Rate	1.0% through December 31, 2011]
Lifetime Minimum Guaranteed Interest Rate	[1.0%]

Initial Contribution Received: [\$105,000.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

<u>Variable Investment Options</u>	<u>Amount Allocated</u>
[AXA Ultra Conservative Strategy Investment Option^]	
AXA Growth Strategy	
AXA Moderate Growth Strategy	
AXA Balanced Strategy	\$52,500
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
EQ/Money Market	\$52,500

[An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.]

Guaranteed Interest Option (“GIO”)

[No more than [25%] of the total Annuity Account Value may be allocated to the GIO]

[^ You may not contribute to or transfer amounts into the AXA Ultra Conservative Strategy Investment Option. This is the Asset Transfer Program Investment Option described in the Endorsement Applicable to the Asset Transfer Program.]

Total Amount Allocated to Investment Options): [\$105,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49]]

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Contribution Limits: Initial Contribution minimum: [\$10,000]

Subsequent Contribution minimum: [\$500] *[For Contracts issued in the NQ and IRA market segments only, the following text will appear]* [Subsequent Contributions are limited to the first Contract Year.]

We may discontinue acceptance of Contributions under the Contract upon [45 days] advance written notice to you. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline.

[We may refuse to accept any Contribution if the sum of all Contributions under all “Accumulator” and “Retirement Cornerstone” Series Contracts with the same Annuitant or Owner would then total more than [\$1,500,000].

[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph] [We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than \$500,000.]

[For Contracts issued in the [QP-DB]/[QP-DC] market segment only, the following text will appear in lieu of the previous paragraph] [We reserve the right to limit aggregate Contributions made each Contract Year after the first Contract Year to 100% of the first Contract Year Contributions. We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than 80% of the present value of the Annuitant’s accrued benefit. The only Contributions we will accept are: (i) transfers from another [QP-DB]/[QP-DC] plan and (ii) amounts attributable to a change of investment vehicles in the plan.]

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts/Certificates of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

Transfer Rules (see Section 4.02 of the Contract): Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,

- d) reject transfer requests from a person acting on behalf of multiple contract owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following text will apply when either GMIB I or GMIB II is elected with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to the Asset Transfer Program (ATP) issued with this Contract will apply.]

[The following text will apply when GMIB II or no GMIB Rider is issued with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to Investment Options issued with this Contract must be complied with.]

Withdrawals (see Section 5.01): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Withdrawals will be withdrawn on a pro rata basis from your Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Account for Special Dollar Cost Averaging.

[The following language is applicable to Traditional IRA and QP-DC Contracts]

Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to [Market Segment].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will be terminated.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

(Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

Life Annuity 10 Year Period Certain *For annuity commencement date ages 80 and greater the “period certain” is as follows:*

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person’s lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract): [\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
1	8.00%
2	7.00%
3	6.00%
4	5.00%
5	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

Free Withdrawal Amount (see Section 8.01): [10%] of the Annuity Account Value at the beginning of the Contract Year, minus any amount previously withdrawn during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Dollar Cost Averaging program.

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.

Contract Fee (see Section 8.04 of the Contract):

Annual Rate of [1.65%] (equivalent to a daily rate of [.004558%] [plus any applicable VIO Facilitation Charge up to an annual rate equal to [0.45%] (equivalent to a daily rate of [.001236%]).]

The Contract Fee includes the following charges:

Operations Fee:	Annual rate of [1.10%]
Administration Fee:	Annual rate of [0.30%]
Distribution Fee:	Annual rate of [0.25%]
[Variable Investment Option Facilitation Charge:	Annual rate up to [0.45%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.]

Third Party Transfer Charge (see Section 8.07 of the Contract): We will deduct a charge no greater than [\$85] per occurrence for a direct rollover or direct transfer of amounts withdrawn from this Contract

and transferred to a third party, or to another company, or in connection with an exchange of this Contract for a contract issued by another company.

This charge will be deducted from the Annuity Account Value in the Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Dollar Cost Averaging program.

[The following text will appear in the Data Pages if the Alternate Payment Method applies:]

[Check Preparation Charge (see Section 9.07 of the Contract): Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$[35].]

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers - In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge.

For Waivers 3, 4 and 5 specified below, there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit), beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form before any waiver benefit is provided.

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

However, for A Contract issued with the Guaranteed Minimum Income Benefit ("GMIB") Rider, that converts to GWBL, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means: (a) under Joint Life Contracts, the second to die of the Owner or the Successor Owner, and (b) under Contracts with a Non-Natural Owner, the Annuitant for a Single Life Contract or the second to die of the Annuitant or Joint Annuitant for Joint Life Contracts. [For Contracts with GMIB that convert to GWBL under a Single Life Contract with Joint Owners or Single Life Non-Natural Owner Contracts with Joint Annuitants, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means the older Owner or older Annuitant respectively.]

No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;
2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
3. the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. "Physician" means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;
 - (i) "Bathing" means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
 - (ii) "Continence" means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
 - (iii) "Dressing" means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
 - (iv) "Eating" means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

(v) "Toileting" means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

(vi) "Transferring" means moving into or out of a bed, chair or wheelchair.

4. we receive proof satisfactory to us that the Owner's life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or
5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
 - its main function is to provide skilled, intermediate or custodial nursing care;
 - it provides continuous room and board to three or more persons;
 - it is supervised by a registered nurse or practical nurse;
 - it keeps daily medical records of each patient;
 - it controls and records all medications dispensed; and
 - its primary service is other than to provide housing for residents.
6. for NQ Contracts and Traditional and Roth IRA Contracts, (not including Inherited IRA Contracts), the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death.

[Item 7 below will apply only to Contract Owners in the NQ, Traditional IRA and Roth IRA market segments]

7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 below will apply only to Contract Owners in the Traditional IRA (not applicable to Inherited IRA) and QP market segments]

8. ***[For the QP market segment]*** [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service. However, in each Contract Year, the amount of the Required Minimum Distribution withdrawal is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.] ***[Item 8 above for Traditional IRA Contracts (not applicable to Inherited IRA) only the following language will replace the immediately preceding sentence]*** [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

9. [amounts under this Contract that are directly transferred to an [Accumulator] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Items 10 and 11 apply to Contracts with a GMIB Rider]

10. [withdrawals from Contracts with a GMIB with GWBL Conversion Benefit Rider, which do not exceed (i) the AWA (described in Part I of the Rider) and (ii) the GAWA (described in Part II of the Rider) in a Contract Year.

11. amounts are applied to provide GMIB payments under your Contract when GMIB is exercised on the Last GMIB Exercise Date. The waiting period to exercise GMIB for any optional reset you may have elected for the rollup portion of your GMIB Benefit Base is also waived upon GMIB exercise on the Last GMIB Exercise Date.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Minimum Income Benefit Rider with Guaranteed Withdrawal Benefit for Live Conversion Benefit (GMIB) Rider**. Please read the Rider for the complete provisions shown below.

1. Your GIB Rider is effective as of the Contract Date.
2. **Annual Rollup Rate:**
Your Annual Rollup Rate is [5.00%].
3. **Deferral Bonus Rollup Rate:**
Your Deferral Bonus Rollup Rate is [5.50%].
4. *Withdrawals under the Contract will cause an adjustment to your GMIB Benefit Base as described in Section 1.02C of this Rider. The adjustment may be greater than the amount withdrawn. [The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within [30] days following the last GMIB Exercise Date, withdrawal charges are not applicable.]*

Your last GMIB Exercise Date is the Contract Date Anniversary following your [85th] birthday. You have several options on how you may proceed with this Rider on that date as described in Section 1.05. You will have [30 days] from the Last GMIB Exercise Date to make such an election. Unless you elect otherwise, on this date, this Rider will automatically convert to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider.

5. **1.02(A)(1)(B) GMIB Annual Withdrawal Amount (“AWA”)**

The GMIB AWA for each Contract Year is equal to (i) the Rollup Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate. There is no GMIB Annual Withdrawal Amount before the [first] Contract Date Anniversary.

6. **1.02(A)(1)(I) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following your [85th] birthday. A reset is not applicable to your Annuity Account Value.

When you reset your Rollup Benefit Base, you may not exercise GMIB as described in Section 1.03 of this GMIB Rider, until the [10th] Contract Date Anniversary following the reset, or such later date as provided in Section 1.03 of this GMIB Rider. [If you reset your Rollup Benefit Base on or after age [76], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.]

7. 2.01(G) Guaranteed Annual Withdrawal Amount (“GAWA”)

Your initial Guaranteed Annual Withdrawal Amount (“GAWA”) is equal to the greater of (i) the Annuity Account Value Applicable Percentage shown in the table below applied to your Annuity Account Value and (ii) the GMIB Benefit Base Applicable Percentage shown in the table below applied to your GMIB Benefit Base. Both these values are determined as of the GWBL Conversion Effective Date.

Single Life Benefit Contract Applicable Percentages: For purposes of determining your initial GAWA, the percentages shown in the Single Life line in the table are used.

If your initial Applicable Percentage is the percentage shown in column B of the table, it will increase to the percentage shown in Column A on any Contract Date Anniversary on which your Benefit Base is increased by an Annual Ratchet.

Joint Life Benefit Contract Applicable Percentages: The Applicable Percentage is based on your age or the age of the Successor Owner [NQ only: or Joint Owner, as applicable], whoever is younger. For a Joint Life Benefit Contract with a Non-Natural Owner, the Applicable Percentage is based on the younger Annuitant’s age. The Applicable Percentages are shown in the Joint Life line for the appropriate age in the table below.

If you change your benefit to a Joint Life Benefit Contract on or after your GWBL Conversion Effective Date, the Applicable Percentage is re-determined as an initial Applicable Percentage as described above.

For Joint Life Benefit Contracts, if the GWBL Benefit Base is increased by an Annual Ratchet after the GWBL Conversion Effective Date, then as of the Contract Date Anniversary for that Annual Ratchet, the Applicable Percentage will be the percentage shown in Column A for the current age of the younger spouse:

	A Applicable Percentage if Annuity Account Value produces a higher GAWA	B Applicable Percentage if GMIB Benefit Base produces a higher GAWA
Single Life (All ages)	[6.0%]	[5.0%]
Joint Life if younger spouse is:		
Age [85+	[5.5%	[4.0%
Ages 80-84	5.0%	3.5%
Ages 75-79	4.5%	3.0%
Ages 70-74]	4.0%]	2.5%]

Your GAWA may be taken through an Automatic Payment Plan we offer. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

8. **2.01(I) Excess Withdrawal**

An Excess Withdrawal occurs when you withdraw more than your GAWA in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your GAWA, the portion of the amount of that withdrawal that exceeds your GAWA and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

If you make an Excess Withdrawal, we recalculate your Benefit Base and the GAWA, as follows: 1) The Benefit Base is reduced on a pro-rata basis by an Excess Withdrawal on the date of the withdrawal. 2) The GAWA for the next Contract Year is recalculated to equal the Applicable Percentage multiplied by the reset Benefit Base.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

9. **3.02 The Cost of this Rider**

[If GMIB I is elected]

[Guaranteed Minimum Income Benefit: The current charge for this benefit is [0.90%] of the GMIB Benefit Base and [0.90%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge upon reset of the Rollup Benefit Base benefit is [1.20%] of the Rider's Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.]

We will determine and, deduct the above charge(s) annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. We will deduct the above charges for the portion of any Contract Year in which this benefit is terminated pursuant to Section 3.03 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **“Greater of” Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **Annual Rollup Rate:**
Your Annual Rollup Rate is [5.00%].

3. **Deferral Bonus Rollup Rate:**
Your Deferral Bonus Rollup Rate is [5.50%].

4. **1.02(A)(7) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Rollup Benefit Base again until the [first] or later Contract Date Anniversary following the reset. A Reset is not permitted after the Contract Date Anniversary following your [85th] birthday.

If you reset your Rollup Benefit Base under this GMDB Rider, you must also reset your Rollup Benefit Base under your GMIB Rider.

5. **1.04 The Cost of This Rider**

[IF GMIB I is elected]

[The current charge for this benefit is [0.90%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.05%] of the Rider's Benefit Base.]

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section 1.05 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **IV. The Cost of This Rider**

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. You have elected this Rider with the GIB Rider. Please read the Rider for the complete provisions shown below.

1. Your GMDB Rider is effective as of the Contract Date.

2. **III. Effect of Withdrawals on your Highest Anniversary Value Benefit Base**

The HAV Benefit Base will be reduced by withdrawals. [During each Contract Year, prior to completion of [one] [Contract Year[s], your HAV GMDB will be reduced on a pro-rata basis.]

[After completion of your [first] [Contract Year]], your HAV Benefit Base will be reduced on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year does not exceed your Guaranteed Minimum Income Benefit ("GMIB") Annual Withdrawal Amount ("AWA"), as described in your GMIB Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your GMIB AWA the portion of that withdrawal that exceeds your GMIB AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the Contract Date Anniversary following your [85th] birthday (Last GMIB Exercise Date), your HAV Benefit Base will be reduced by all withdrawals including RMD withdrawals on a pro-rata basis, beginning on the transaction date of the GMIB Rider termination.

Provided that your GMIB Rider has not converted to a GWBL Rider, upon termination of your GMIB Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV Benefit Base

will be reduced by withdrawals on a dollar for dollar basis. However, the portion of any withdrawal that exceeds [5%] of the HAV Benefit Base at the beginning of a Contract Year, and any subsequent withdrawals in that Contract Year, will cause a pro-rata reduction of the HAV Benefit Base.

3. **IV. The Cost of This Rider**

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Earnings Enhancement Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your Earnings Enhancement Rider is effective as of the Contract Date.

a. **I. This Rider's Benefit**

The [Earnings Enhancement Benefit] Death Benefit Increment is equal to:

[40% (for Owner's issue ages up to age 70) or
25% (for Owner's issue ages 71 through 75)]

of your Death Benefit as described in the Death Benefit section less your [Earnings Enhancement Benefit] Contributions.

3. **III. The Cost of This Rider**

The charge for this benefit is [0.35%] of the Annuity Account Value. This charge is based on the Annuity Account Value on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section IV. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.]

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Life Annuity Form with Ten* Years Certain provided by application of \$1,000.

Monthly Income			Monthly Income		
<u>Ages</u>	<u>Male</u>	<u>Female</u>	<u>Ages</u>	<u>Male</u>	<u>Female</u>
60	2.97	2.74	78	4.39	3.99
61	3.03	2.78	79	4.50	4.10
62	3.08	2.83	80	4.62	4.20
63	3.14	2.88	81	4.78	4.34
64	3.21	2.94	82	4.95	4.48
65	3.27	2.99	83	5.13	4.64
66	3.34	3.05	84	5.33	4.80
67	3.41	3.11	85	5.53	4.97
68	3.48	3.17	86	5.74	5.16
69	3.56	3.24	87	5.97	5.35
70	3.64	3.31	88	6.20	5.54
71	3.72	3.38	89	6.43	5.75
72	3.81	3.46	90	6.67	5.96
73	3.90	3.54	91	6.91	6.17
74	3.99	3.62	92	7.17.	6.40
75	4.08	3.71	93	7.44	6.64
76	4.18	3.80	94	7.74	6.89
77	4.29	3.89	95	8.05	7.16

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.5% interest and mortality equal to 61% for males and 57% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table “a” projected with modified Scale “G” and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

TABLE OF GUARANTEED ANNUITY PAYMENTS
Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.

Monthly Income		Monthly Income	
<u>Ages</u>	<u>Unisex</u>	<u>Ages</u>	<u>Unisex</u>
60	2.78	78	4.07
61	2.83	79	4.17
62	2.88	80	4.28
63	2.93	81	4.42
64	2.99	82	4.57
65	3.04	83	4.73
66	3.10	84	4.89
67	3.16	85	5.07
68	3.23	86	5.26
69	3.30	87	5.45
70	3.37	88	5.65
71	3.44	89	5.86
72	3.52	90	6.07
73	3.60	91	6.29
74	3.69	92	6.52
75	3.78	93	6.76
76	3.87	94	7.02
77	3.96	95	7.30

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000.

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.45	2.47	2.48	2.50	2.52	2.53	2.55	2.56	2.58	2.59	2.60
61		2.49	2.50	2.52	2.54	2.55	2.57	2.59	2.60	2.62	2.63
62			2.52	2.54	2.56	2.58	2.59	2.61	2.63	2.64	2.66
63				2.56	2.58	2.60	2.62	2.64	2.65	2.67	2.69
64					2.60	2.62	2.64	2.66	2.68	2.70	2.72
65						2.64	2.67	2.69	2.71	2.73	2.74
66							2.69	2.71	2.73	2.75	2.77
67								2.73	2.76	2.78	2.80
68									2.78	2.81	2.83
69										2.83	2.86
70											2.89

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.5% interest and mortality equal to 61% for males and 57% for females of the Annuity 2000 Mortality Table projected at 1.5% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55. Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Life Annuity Form with Ten* Years Certain provided by application of \$1,000.

Monthly Income			Monthly Income		
<u>Ages</u>	<u>Male</u>	<u>Female</u>	<u>Ages</u>	<u>Male</u>	<u>Female</u>
60	2.83	2.69	78	4.10	3.88
61	2.88	2.73	79	4.20	3.98
62	2.93	2.78	80	4.30	4.08
63	2.98	2.83	81	4.44	4.21
64	3.04	2.88	82	4.58	4.35
65	3.09	2.93	83	4.74	4.49
66	3.15	2.98	84	4.90	4.64
67	3.22	3.04	85	5.07	4.81
68	3.28	3.10	86	5.25	4.98
69	3.35	3.17	87	5.44	5.15
70	3.42	3.23	88	5.64	5.34
71	3.49	3.30	89	5.84	5.53
72	3.57	3.37	90	6.04	5.73
73	3.65	3.45	91	6.26	5.93
74	3.73	3.53	92	6.49	6.14
75	3.82	3.61	93	6.73	6.37
76	3.91	3.70	94	6.99	6.61
77	4.00	3.79	95	7.27	6.87

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.5% interest and mortality equal to 48% for males and 51% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table “a” projected with modified Scale “G” and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

TABLE OF GUARANTEED ANNUITY PAYMENTS
Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.

Monthly Income		Monthly Income	
<u>Ages</u>	<u>Unisex</u>	<u>Ages</u>	<u>Unisex</u>
60	2.71	78	3.92
61	2.76	79	4.02
62	2.81	80	4.12
63	2.86	81	4.25
64	2.91	82	4.39
65	2.96	83	4.54
66	3.02	84	4.69
67	3.08	85	4.85
68	3.14	86	5.03
69	3.20	87	5.21
70	3.27	88	5.39
71	3.34	89	5.59
72	3.41	90	5.78
73	3.49	91	5.99
74	3.57	92	6.20
75	3.65	93	6.43
76	3.74	94	6.68
77	3.83	95	6.94

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.41	2.42	2.44	2.45	2.47	2.48	2.50	2.51	2.52	2.54	2.55
61		2.44	2.46	2.47	2.49	2.51	2.52	2.53	2.55	2.56	2.58
62			2.48	2.49	2.51	2.53	2.54	2.56	2.57	2.59	2.60
63				2.51	2.53	2.55	2.57	2.58	2.60	2.61	2.63
64					2.55	2.57	2.59	2.61	2.62	2.64	2.66
65						2.59	2.61	2.63	2.65	2.67	2.68
66							2.63	2.65	2.67	2.69	2.71
67								2.68	2.70	2.72	2.74
68									2.72	2.74	2.77
69										2.77	2.79
70											2.82

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.5% interest and mortality equal to 48% for males and 51% for females of the Annuity 2000 Mortality Table projected at 1.5% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55. Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO THE ASSET TRANSFER PROGRAM (“ATP”)

This Endorsement is part of your Contract and its provisions apply instead of any Contract provisions to the contrary.

This Endorsement amends Part II (“Investment Options”), Part III (“Contributions and Allocations”) and Part IV (“Transfers Among Investment Options”) of your Contract.

In this Endorsement “we”, “our” and “us” mean AXA Equitable Life Insurance Company, and “you” and “your” mean the Owner.

This endorsement governs transfers to and from the **ATP Investment Option** as described below.

I. Applicability of this ATP Endorsement

Because you have the Guaranteed Minimum Income Benefit with Guaranteed Withdrawal Benefit for Life Conversion Rider (“GMIB Rider”), you are subject to the Asset Transfer Program (ATP) described below. Under the ATP, we may transfer amounts between your Annuity Account Value in the Variable Investment Options and the ATP Investment Option (“ATP Transfer.”) In accordance with this endorsement, you may not contribute or transfer amounts to the ATP Investment Option.

II. Definitions

- A. ATP Investment Option:** The ATP Investment Option is the [AXA Ultra Conservative Strategy Investment Option] unless we designate a different Investment Option as provided below in Section III E.
- B. ATP Transfer:** A transfer to or from the ATP Investment Option as a result of the ATP Formula and Transfer Amount Formula described below.
- C. Contract Monthiversary:** Contract Monthiversary means the same date of the month as the Contract Date.
- D. Valuation Day:** A Valuation Day occurs on each Contract Monthiversary. On each Valuation Day we calculate and determine, based on the ATP Formula and Transfer Amount Formula described below, whether an ATP Transfer is required. If the Contract Monthiversary is not a Business Day, the Valuation Day will be on the next Business Day. For Contracts with a Contract Date after the [28th] day of any month, the Valuation Day will be on the first Business Day of the following month. In the [twelfth] month of the Contract Year, the Valuation Day will be on

the Contract Date Anniversary. When the Valuation Day is a Contract Date Anniversary and the Contract Date Anniversary occurs on a day other than a Business Day, the Valuation Day will be the Business Day immediately preceding the Contract Date Anniversary.

- E. Off Cycle Valuation Day:** An Off Cycle Valuation Day means the day a transfer is made out of the GIO into a Variable Investment Option. On an Off Cycle Valuation Day, we apply the ATP Formula and Transfer Amount Formula and make any required transfer as described in Section III below for Valuation Days. Amounts transferring out of any dollar cost averaging program do not cause an Off Cycle Valuation. Regardless of when during a month an Off Cycle Valuation Day occurs, a Valuation Day will again occur on the Contract Monthiversary. A transfer out of the GIO that occurs on a Valuation Day does not trigger a separate Off Cycle Valuation. For purposes of the Off Cycle Valuation, the ATP Formula and Transfer Amount Formula will use the Contract value of the Investment Options as of the previous Business Day.
- F. GMIB Rider:** References herein to the GMIB Rider include reference to the Guaranteed Withdrawal Benefit for Life (“GWBL”) provisions that apply under the Rider on and after the GWBL Conversion Effective Date. References to the GMIB Benefit Base in any formula described in this endorsement include the GWBL Benefit Base on and after the GWBL Conversion Effective Date.

III. Terms and Conditions

We determine on each Valuation Day and any Off Cycle Valuation Day whether to make a transfer, and the amount of any transfer, based on the non-discretionary formulas set forth below. The formulas monitor the relationship between the Annuity Account Value and the GMIB Benefit Base.

- A. ATP Formula:** The ATP Formula is designed to monitor the ratio between the total Annuity Account Value and the GMIB Benefit Base. The ATP Formula described below produces the Contract Ratio on each Valuation Day. The Contract Ratio formula is:

$$\text{Contract Ratio} = 1 - (\text{AAV} / \text{BB})$$

where

AAV = your Annuity Account Value on the Valuation Day, and
BB = your GMIB Benefit Base on the Valuation Day.

Drafter’s Note – need to check with Arthur on the policy page issue system as to how the calc will print.

Transfer Points: The Contract Ratio is compared to the transfer points described below to determine whether an ATP Transfer is required. On the Contract Date

the Minimum Transfer Point is [10%] and the Maximum Transfer Point is [20%]. Beginning on the first Contract Date Anniversary, the Minimum and Maximum Transfer Points are each increased by 2% on each Contract Date Anniversary until the 20th Contract Date Anniversary. On and after the 20th Contract Date Anniversary, the Minimum Transfer Point is [50%] and the Maximum Transfer Point is [60%] for the life of the Contract. The Minimum Transfer Point during a Contract Year is increased on each Valuation Day by an amount equal to the difference between the Minimum Transfer Point as of your last Contract Date Anniversary (or in the first Contract Year, your Contract Date) and your next Contract Date Anniversary divided by 12 and then multiplied by N where N equals the number of completed months that have passed since the Contract Date Anniversary. The Maximum Transfer Point during a Contract Year is increased in the same manner.

Off Cycle Valuations apply the Transfer Points for the most recent Valuation Day.

Appendix 1 to this Endorsement shows the Transfer Points applicable to each Contract Year under the Contract.

On any Valuation Day, transfers into or out of the ATP Investment Option may be triggered as follows:

1. If the Contract Ratio on the Valuation Day is equal to or greater than the Maximum Transfer Point, 100% of the Annuity Account Value that is not invested in the GIO, Special [Money Market] DCA Account and ATP Investment Option is transferred into the ATP Investment Option.
2. If the Contract Ratio on the Valuation Day exceeds the Minimum Transfer Point but is less than the Maximum Transfer Point, amounts may transfer either into or out of the ATP Investment Option, in accordance with the Transfer Amount Formula, depending on how much is already in the ATP Investment Option, the GIO and the Special [Money Market] DCA Account.
3. If the Contract Ratio on the Valuation Day is equal to or less than the Minimum Transfer Point, any Annuity Account Value in the ATP Investment Option will be transferred out.

B. Transfer Amount Formula

On your Contract Date, no amounts are allocated to the ATP Investment Option. The Transfer Amount Formula calculates the amount that must be transferred into or out of the ATP Investment Option.

For purposes of the ATP Transfer Amount Formula described below, amounts allocated to the Guaranteed Interest Option ("GIO") and Special [Money Market]

Dollar Cost Averaging Account (“Special [Money Market] DCA Account”) are considered to be fixed investment options, and, as a result, are excluded from amounts transferred into the ATP Investment Option.

The Transfer Amount Formula applies a three step calculation.

Step 1: Determine the ATP %. The Transfer Amount Formula first determines the target percentage of the Annuity Account Value that must be in the ATP Investment Option after the ATP Transfer as follows:

$$\text{ATP}\% = \frac{\text{Contract Ratio} - \text{Minimum Transfer Point}}{\text{Maximum Transfer Point} - \text{Minimum Transfer Point}}$$

where

ATP% = The required percentage of Annuity Account Value in the ATP Investment Option, the GIO and the Account for Special [Money Market] Dollar Cost Averaging after the ATP Transfer. This calculation has a 0% floor and a 100% cap.

Contract Ratio = The Contract Ratio calculated on the Valuation Day.

Minimum Transfer Point = The Minimum Transfer Point on the Valuation Day.

Maximum Transfer Point = The Maximum Transfer Point on the Valuation Day.

Step 2: Determine the Required Amount: Then, the required amount in the ATP Investment Option after the ATP Transfer is determined as follows:

$$\text{ATP Amount} = (\text{ATP}\% * \text{Total Annuity Account Value}) - \text{amount in GIO} - \text{amount in Special [Money Market] Dollar Cost Averaging Account}.$$

The ATP Amount cannot be less than zero dollars.

Step 3: Determine the Transfer Amount: Finally, the Transfer Amount Formula determines the Transfer Amount as follows:

$$\text{Transfer Amount} = (\text{ATP Amount}) - (\text{Amount currently in ATP Investment Option})$$

The Transfer Amount is the amount that must be transferred either into or out of the ATP Investment Option.

If the Transfer Amount is positive and meets the Minimum Transfer Threshold, it will be transferred into the ATP Investment Option. If the Transfer Amount is negative and meets the Minimum Transfer Threshold, it will be transferred out of the ATP Investment Option.

The Minimum Transfer Threshold is the greater of (i) [1%] of AAV or (ii) [\$1,000]. If the Transfer Amount is less than the Minimum Transfer Threshold, the ATP Transfer will not be processed. If the Transfer Amount is greater than or equal to the Minimum Transfer Threshold, the ATP Transfer will be processed. The Minimum Transfer Threshold will not apply if 100% of the AAV is being transferred between the ATP Investment Option and the other Variable Investment Options.

C. How The Transfer Amount is Reallocated under an ATP Transfer and the ATP Exit Option

ATP Transfers into the ATP Investment Option will be transferred pro rata out of all Variable Investment Options. No amounts will be transferred out of either the GIO or the Special [Money Market] DCA Account.

ATP Transfers out of the ATP Investment Option will be allocated among the Variable Investment Options that are included in the Allocation Instructions on file. Any amount that would have been allocated to the GIO instead will be pro-rated among the Variable Investment Options based on the allocation instructions on file other than the GIO. No amounts will be allocated to the Special [Money Market] DCA Account.

D. Effect of Subsequent Contributions

If a subsequent contribution is processed on a Valuation Day, it will be subject to the ATP Formula and the Transfer Amount Formula on that day. If a subsequent contribution is processed between Valuation Days, the amount contributed will become subject to the ATP Formula and the Transfer Amount Formula on the upcoming Valuation Day or any Off Cycle Valuation Day, if earlier.

E. Right to Substitute an Investment Option for the ATP Investment Option

We may substitute another Investment Option for the ATP Investment Option that has a different name or investment manager provided it has a similar investment policy.

F. ATP Exit Option

[After the [first] Contract Year,] [once] each [Contract Year] until your Last GMIB Exercise Date (as described in your GMIB Rider), you may request a

transfer out of the ATP Investment Option of all your Annuity Account Value then held in the ATP Investment Option. A partial transfer out of the ATP Investment Option is not permitted. If we receive an ATP Exit Option request on either a Valuation Day or an Off Cycle Valuation Day, we will process that request on the following Business Day. If there are no amounts in the ATP Investment Option on the day we receive your ATP Exit Option request or on the following Business Day if the day we receive your request was a Valuation Day or an Off Cycle Valuation Day, we will not process your request and it will not count towards your allowance of one ATP Exit Option request per Contract Year.

When your ATP Exit Option request is processed, the GMIB Benefit Base may be reduced to the New Benefit Base (“New BB”) if required by the following formula:

$$\text{New BB} = \frac{\text{AAV}}{(1 - \text{Minimum Transfer Point} + [3\%]) * [(1 + \text{Rollup Rate} * (N + 1)/12)]}$$

where

New BB = The new value to which both the GMIB Rollup Benefit Base and the GMIB Highest Anniversary Value Benefit Base will be adjusted to if this value is less than the current value of the respective GMIB Benefit Bases.

AAV = The Annuity Account Value as of the date of calculation.

Minimum Transfer Point = The Minimum Transfer Point on the most recent Valuation Day.

N = Number of completed Contract months since the beginning of the Contract Year.

Rollup Rate = the Annual Rollup Rate or the Deferral Bonus Rollup Rate, whichever applies on the Transaction Date of the ATP Exit Option request.

If the Rollup Benefit Base is adjusted, there is no effect on the Deferral Bonus Rollup Amount, the Annual Rollup Amount and the Annual Withdrawal Amount until the next Contract Date Anniversary. If you have elected the “Greater of” GMDB or the Highest Anniversary Value GMDB Rider, your corresponding GMDB Benefit Base(s) will be adjusted in the same manner as the GMIB Benefit Bases.

G. Effect of Rebalancing on the ATP

Any rebalancing of the Annuity Account Value under which amounts are transferred out of the GIO will trigger an Off Cycle ATP Transfer on such Off Cycle Valuation Day.

H. Effect of Withdrawals

We will subtract your withdrawals on a pro-rata basis from your Annuity Account Value in the Variable Investment Options (including any amounts allocated to the ATP Investment Option) and the GIO. If there is insufficient value or no value in the in the Variable Investment Options (including any amounts allocated to the ATP Investment Option) and the guaranteed interest option, any additional amount of the withdrawal required or the total amount of the withdrawal will be withdrawn from the Account for Special [Money Market] DCA.

I. Termination of this Endorsement

[Upon termination of your GMIB with Guaranteed Withdrawal Benefit for Life Conversion Rider, this endorsement will terminate.] We may terminate this Endorsement and the limitations provided under it at any time. If we terminate this Endorsement we will provide advance written notice to you. If this endorsement terminates, any amounts in the ATP Investment Option will be reallocated among your Investment Options as described in Section III C.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

Appendix 1 –Transfer Points for each Contract Year under your Contract

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Contract Date Anniversary	Min Transfer Point	Max Transfer Point	Contract Date Anniversary	Min Transfer Point	Max Transfer Point
Contract Date	10%	20%	11th	32%	42%
1st	12%	22%	12th	34%	44%
2nd	14%	24%	13th	36%	46%
3rd	16%	26%	14th	38%	48%
4th	18%	28%	15th	40%	50%
5th	20%	30%	16th	42%	52%
6th	22%	32%	17th	44%	54%
7th	24%	34%	18th	46%	56%
8th	26%	36%	19th	48%	58%
9th	28%	38%	20th	50%	60%
10th	30%	40%	and later		

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ENDORSEMENT APPLICABLE TO ALLOCATION OPTIONS

This Endorsement is part of your Contract and its provisions apply instead of any Contract provisions to the contrary.

This Endorsement amends Part II (“Investment Options”), Part III (“Contributions and Allocations”) and Part IV (“Transfers Among Investment Options”) of your Contract.

In this Endorsement “we”, “our” and “us” mean AXA Equitable Life Insurance Company, and “you” and “your” mean the Owner.

I. Allocation Option Choices

Unless choice is limited by an optional benefit rider attached to your Contract, you may choose to allocate amounts among the Investment Options pursuant to [the Asset Allocation Option or the Custom Selection Option], as described in this Endorsement. You must give us allocation instructions that comply with the terms and conditions of this Endorsement. You may not allocate or transfer your Annuity Account Value other than as provided in the Allocation Option you choose. The Data Pages specify the Allocation Option that is applicable under your Contract and any restrictions on your choice of Allocation Options. We currently offer [the Asset Allocation Option] and [the Custom Selection Option]. You may request to change from one Allocation Option to another Allocation Option we make available to you by providing us a request in the form we require. We reserve the right to limit the number of Allocation Option changes you may request under your Contract.

[Amounts in the ATP Variable Investment Option are not subject to the terms and conditions of this Endorsement]

I. A. [Asset Allocation Option]

You may allocate amounts among the [Variable] Investment Options and the applicable Special Dollar Cost Averaging Program under your Contract. [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.] We may change the Investment Options available under [Asset Allocation Option] for Contributions and transfers. If such a change occurs, we will provide you advance written notice.

I. B. [Custom Selection Option]

You may allocate amounts among the [Variable] Investment Options and the applicable Special Dollar Cost Averaging Program under your Contract subject to the Investment Option maximums and minimums for each Investment Option Category as set forth in the Investment Option Allocation Table below (“Category

Allocation Limits”). The Allocation Table also shows the limits on allocations to Investment Options within each Category (‘Investment Option Allocation Limits”). We refer to the Category Allocation Limits and the Investment Option Allocation Limits collectively as the “Allocation Limits.” The Investment Option Allocation Table below shows Allocation Limits as of your Contract Date. The current assignment of Investment Options to Investment Categories is specified in the Data Pages. We may change the Allocation Limits. If such a change occurs, we will provide you advance written notice. Any change in the Category Allocation Limits and any change in the Investment Option Allocation Limits will not affect your Contract unless you subsequently make an Investment Option transfer [or Contribution]. If such a change occurs, we may require that you revise your allocation instructions to comply with the change before we accept a transfer request [or Contribution]. Your Contract will be subject to changed Allocation Limits after such transfer [or Contribution]. [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.] Parts II through IV of this Endorsement discuss the terms and conditions of [the Custom Selection Option]. We may change the Investment Options available under [Custom Selection Option] for Contributions and transfers. If such a change occurs, we will provide you advance written notice.

Investment Option Allocation Table

[Category 1 Fixed Income ([5] funds)]	[Category 2 Asset Allocation/Indexed ([9] funds)]	[Category 3 Core Diversified ([22] funds)]	[Category 4 Manager Select ([19] funds)]
Category Min = [30%*] Category Max = [100%] <i>[* Required Minimum regardless of other fund selections.]</i>	Category Min = [20%*] Category Max = [70%] <i>[* Min required if funds selected from Cat 3 and/or 4]</i>	Category Min = [None] Category Max = [50%]	Category Min = [None] Category Max = [25%]
Per Fund Max = [100%]	Per Fund Max = [70%]	Per Fund Max = [25%]	Per Fund Max = [15%]

Investment Option Fund Maximum Exceptions		
Category	Investment Option Name	Max Allocation
Category 1	[EQ/Money Market]	[30%]
Category 2	[AXA Tactical Manager 2000]	[40%]
Category 2	[AXA Tactical Manager 400]	[40%]
Category 2	[AXA Tactical Manager 500]	[40%]
Category 2	[AXA Tactical Manager International]	[40%]
Category 3	[None]	[None]
Category 4	[None]	[None]

II. Contributions and Allocations

Contributions are allocated to the Investment Options based on the instructions we have on file for your Contract. Your allocation instructions must comply with the Allocation Limits in effect on the date we received your instructions or any request to change your instructions. If we change the Allocation Limits, we may require that any Contribution after such change be allocated in accordance with the current Allocation Limits. You may change your allocation instructions for Contributions by submitting a request to the Processing Office in a form we accept.

III. Transfers

You may transfer among Investment Options within an Investment Option Category even though your Annuity Account Value in the Category on the Transaction Date of the transfer exceeds the applicable Category Allocation Limit; however, the transfer must comply with the applicable Investment Option Allocation Limit for each Investment Option to which Annuity Account Value is transferred. You may transfer between Investment Options in different Categories provided that (i) the transfer complies with the applicable Category Allocation Limit for each Investment Option Category to which Annuity Account Value is transferred, and (ii) the Annuity Account Value in the [Fixed Income and Asset Allocation/Indexed] Categor[(y)(ies)] is not reduced below any applicable required minimum for the [Fixed Income and Asset Allocation/Indexed] Categor[(y)(ies)] Allocation Limits as a result of the transfer. A transfer request does not automatically change your allocation for future Contributions and rebalancing. If you wish to change your allocation instructions on file, you must request a change that complies with the Investment Option Allocation Limitations described above, in the form we require.

IV. Rebalancing

Rebalancing means that the Annuity Account Value in each Investment Option is reallocated in accordance with your allocation instructions on file with us.

Your Annuity Account Value will be rebalanced automatically every three months, which begins three months from your Contract Date. Rebalancing will occur on the same day of the month as your Contract Date. If that date is after the 28th of a month, rebalancing will occur on the first Business Day of the following month. If the date occurs on a date other than a Business Day, the rebalancing will occur on the next Business Day. Rebalancing for the last quarter of the Contract Year will occur on the Contract Date Anniversary.

V. Special Dollar Cost Averaging

The terms and conditions applicable to Special Dollar Cost Averaging are described in the applicable Special Dollar Cost Averaging Endorsement.

VI. Termination of this Endorsement

We may terminate this Endorsement and the limitations provided under it at any time. If we terminate this Endorsement we will provide advance written notice to you.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,

Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,

Secretary and Associate General Counsel]

**ENDORSEMENT APPLICABLE TO
GUARANTEED INTEREST SPECIAL DOLLAR COST AVERAGING**

This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary.

In this Endorsement, “we”, “our”, and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

SPECIAL DOLLAR COST AVERAGING PROGRAM

You may elect to participate in a Special Dollar Cost Averaging (“DCA”) Program at any time.

Under a Special Dollar Cost Averaging Program you allocate all of your Contribution to an interest bearing account for the program. We transfer a portion of each amount allocated to the account (including accrued interest) to the Investment Options according to your allocation instructions on a systematic [monthly] basis, such that all amounts are transferred out of the account by the end of the program. Your transfer percentages must comply with the Investment Option Allocation Limits shown in your Contract. Your allocation instructions for the Special Dollar Cost Averaging Program will be the same as your allocation instructions we have on file for your Contract. Changes to your allocation instructions will cause a change in the destination Investment Options under a Special Dollar Cost Averaging Program accordingly. Transfers will be made on a first-in first-out (fifo) basis. Each program is for a [three, six, or twelve month] period or such other period we may make available to you in the future. The minimum initial amount that you may allocate to a Special Dollar Cost Averaging program is [\$2,000.] You may elect to make subsequent Contributions to an existing Special Dollar Cost Averaging Program [in the first Contract Year]. The minimum subsequent Contribution amount that may be made to an existing program is [\$250.] Subsequent Contributions to an existing Special Dollar Cost Averaging Program will not extend the expiration date of that program.

You may have only one Special Dollar Cost Averaging Program in effect at a time. At the expiration of a Special Dollar Cost Averaging Program, you may start a new program with a new Contribution [in the first Contract Year].

Any amount held in an account for Special Dollar Cost Averaging becomes part of our general assets, which support the guarantees of this Contract and other contracts. We will credit the amount of each Contribution allocated to and remaining in an account for Special Dollar Cost Averaging with interest at the effective annual rate that was applicable to your program on the Transaction Date of the Contribution. We may set different rates for programs of different duration.

Transfer Rules

You may not transfer Annuity Account Value into a Special Dollar Cost Averaging Program. You may not transfer a Special Dollar Cost Averaging Program into another Special Dollar Cost Averaging Program. Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages. Any request by you to transfer amounts out of an account for Special Dollar Cost Averaging, other than your regularly scheduled transfers to the Investment Options as part of a Special Dollar Cost Averaging Program, will terminate that Special Dollar Cost Averaging Program. Any amount remaining in the account for Special Dollar Cost Averaging after such a transfer will be transferred to your other Investment Options according to your then current allocation instructions.

Effect of Withdrawals

Any withdrawal from an account for Special Dollar Cost Averaging, other than a withdrawal for fees or withdrawals under our Automatic Required Minimum Distribution Service program, will terminate that Special Dollar Cost Averaging Program. Any amounts remaining in the account for Special Dollar Cost Averaging after such a withdrawal will be transferred to your other Investment Options according to your then current allocation instructions.

AXA EQUITABLE LIFE INSURANCE COMPANY

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Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ENDORSEMENT APPLICABLE TO SPECIAL MONEY MARKET DOLLAR COST AVERAGING

This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary.

In this Endorsement, “we”, “our”, and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

SPECIAL MONEY MARKET DOLLAR COST AVERAGING PROGRAM

Under the Special Money Market Dollar Cost Averaging (“SMMDCA”) Program you allocate all of your Contribution to an account for the program. The minimum initial amount that you may allocate to the Special Money Market Dollar Cost Averaging Program is [\$2,000.] You may elect to make subsequent Contributions to an existing Special Money Market Dollar Cost Averaging Program [in the first Contract Year]. The minimum subsequent Contribution amount that may be made to an existing program is [\$250.] Amounts will be transferred [monthly] over a [three, six or twelve] month period from the account to the other Investment Options based on the percentages you selected at the start of the Special Money Market Dollar Cost Averaging Program. Subsequent Contributions to an existing Special Money Market Dollar Cost Averaging Program will not extend the expiration date of that program. Your transfer percentages must comply with the Investment Option Allocation Limits shown in your Contract. Your allocation instructions for the Special Money Market Dollar Cost Averaging Program will be the same as your allocation instructions we have on file for your Contract. Changes to your allocation instructions will cause a change in the destination Investment Options under a Special Money Market Dollar Cost Averaging Program accordingly.

You may have only one dollar cost averaging program in effect at any given time. At the expiration of the Special Money Market Dollar Cost Averaging Program, you may start a new program [in the first Contract Year].

Transfer Rules

You may not transfer Annuity Account Value into the Special Money Market Dollar Cost Averaging Program. You may not transfer a Special Money Market Dollar Cost Averaging Program into another Special Money Market Dollar Cost Averaging Program. Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages. Any request by you to transfer amounts out of the Special Money Market Dollar Cost Averaging Account, other than your regularly scheduled transfers to the Investment Options as part of the Special Money Market Dollar Cost Averaging Program, will terminate that Special Money Market Dollar Cost Averaging

Program. Any amount remaining in the Special Money Market Dollar Cost Averaging Account after such a transfer will be transferred to your other Investment Options according to your then current allocation instructions.

Effect of Withdrawals

Any withdrawal from the Special Money Market Dollar Cost Averaging Account other than a withdrawal for fees or withdrawals under our Automatic Required Minimum Distribution Service program while participating in the Special Money Market Dollar Cost Averaging Program will terminate that Special Money Market Dollar Cost Averaging Program. Any amounts remaining in the Special Money Market Dollar Cost Averaging Account after such a withdrawal will be transferred to your other Investment Options according to your then current allocation instructions.

AXA EQUITABLE LIFE INSURANCE COMPANY

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Mark Pearson,
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AXA EQUITABLE LIFE INSURANCE COMPANY

INHERITED ROTH IRA BENEFICIARY CONTINUATION OPTION (BCO) ENDORSEMENT

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an inherited Roth individual retirement annuity contract subject to the rules of Sections 408A(b) and 408(b) of the Code and which has been acquired by reason of the death of another individual under Section 408(d)(3)(C) of the Code (“inherited Roth IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. Compliance with the tax qualified plan provisions prevents loss of the advantages of tax deferral and prevents penalties.

The purpose of this Contract is to distribute at least annually the interest of the deceased individual which the beneficiary has directed to be transferred to this Contract.

This inherited Roth IRA Contract is established for your exclusive benefit in your capacity as beneficiary of the deceased individual.

Your entire interest in this Contract is not forfeitable.

The provisions of this Inherited Roth IRA Beneficiary Continuation Option (BCO) Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this inherited Roth IRA Contract is a trustee or custodian under Sections 408A(b) and 408(a) and of the Code and pertinent Regulations, this inherited Roth IRA Contract is an annuity contract that may be used to fund an inherited Roth individual retirement account that meets Sections 408A(b) 408(a), and 408(d)(3)(C) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial inherited Roth individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I-DEFINITIONS

SECTION 1.01 ANNUITANT

The existing Section is replaced by the following:

“Annuitant” means the individual shown as such on the cover page and in the Data Pages. The identity of the Annuitant is determined in accordance with the Section, “Owner and Annuitant Requirements,” in Part IX.

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners which are neither a see-through trust beneficiary nor a trustee or custodian of an inherited Roth individual retirement account are not permitted.

SECTION 1.17 OWNER

The following sentences are added at the end of the existing Section:

Joint Owners are not permitted. The Owner of the Contract cannot be changed. The identity of the Owner is determined in accordance with the Section, "Owner and Annuitant Requirements," in Part IX.

The following Section is added at the end of Part I:

SECTION 1.25 ADDITIONAL DEFINITIONS APPLICABLE TO THIS INHERITED ROTH IRA CONTRACT

APPLICABLE PLAN

"Applicable Plan" means any of the following eligible retirement plans which may be the source of the direct rollover Contribution to this inherited Roth IRA Contract: (i) a plan qualified under Section 401(a) of the Code or a contract qualified under Section 403(a) of the Code; (ii) an annuity contract or custodial account qualified under Section 403(b) of the Code; or (iii) a governmental employer plan under Section 457(b) of the Code.

BCO DISTRIBUTIONS

"BCO Distributions" are the post-death payments required from or with respect to this inherited Roth IRA Contract by the "Required Minimum Distribution Rules" of Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules."

BCO DISTRIBUTION COMMENCEMENT DATE

"BCO Distribution Commencement Date" means the date of the First BCO Distribution as provided in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules." The BCO Distribution Commencement Date is shown in the Data Pages and cannot be changed to a later date.

DECEASED OWNER

"Deceased Owner" means the individual named in the Data Pages, now deceased, who owned the Original Roth IRA.

DECEASED PARTICIPANT

“Deceased Participant” means the individual named in the Data Pages, now deceased, whose accrued benefit as a participant in the Applicable Plan is the source of the direct rollover Contribution to this inherited Roth IRA Contract.

INTEREST IN THE DECEASED PARTICIPANT’S APPLICABLE PLAN

“Interest in the Deceased Participant’s Applicable Plan” means the share as a beneficiary of the Deceased Participant’s interest in the Applicable Plan, which is the source of the direct rollover Contribution to this inherited Roth IRA Contract. The Interest in the Deceased Participant’s Applicable Plan includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Treasury Regulation Section 1.408-8 and the actuarial present value of any additional annuity contract benefits provided. The Interest in the Deceased Participant’s Applicable Plan does not include any values or amounts of benefits which were provided under the Applicable Plan but are not directly rolled over to this inherited Roth IRA Contract.

INTEREST IN THE DECEASED OWNER’S ORIGINAL ROTH IRA

“Interest in the Deceased Owner’s Original Roth IRA” means the share as a beneficiary of the Deceased Owner’s Original Roth IRA, which is the source of the direct transfer Contribution to this inherited Roth IRA Contract. The Interest in the Deceased Owner’s Original Roth IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Treasury Regulation Section 1.408-8 and the actuarial present value of any additional annuity contract benefits provided. The Interest in the Deceased Owner’s Original Roth IRA does not include any values or amounts of benefits which were provided under the Original Roth IRA but are not directly transferred to this inherited Roth IRA Contract.

NONSPOUSAL APPLICABLE PLAN BENEFICIARY

“Nonspousal Applicable Plan Beneficiary” means the individual or “see-through trust” designated by the Deceased Participant as beneficiary under an Applicable Plan. If the beneficiary is an individual, he or she is not the surviving spouse of the Deceased Participant.

ORIGINAL ROTH IRA

“Original Roth IRA” means the Roth individual retirement arrangement under Sections 408A and 408 of the Code of the Deceased Owner which is the source of the direct transfer Contribution to this inherited Roth IRA Contract.

SEE-THROUGH TRUST

A “see-through trust” is an irrevocable trust, valid under State law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under the regulations. Such “see-through trust” is described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5.

SPECIAL SURVIVING SPOUSE

“Special Surviving Spouse” means the individual who is both the Surviving Spouse of the Deceased Owner and the sole designated beneficiary under the Original Roth IRA.

PART III-CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

We do not accept regular Contributions out of compensation to this Contract. Except as otherwise indicated in this Section or the Data Pages we accept only one Contribution to this inherited Roth IRA Contract.

If the Owner is a Nonspousal Applicable Plan Beneficiary

We will accept a single direct rollover Contribution in accordance with Section 402(c)(11) of the Code of your interest as a beneficiary under the Deceased Participant’s Applicable Plan. A distribution from an eligible retirement plan described in Section 402(c)(8)(B) of the Code other than an IRA may be rolled over as provided in any of the following applicable Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), and 457(e)(16). The rollover may be made from a designated Roth account under the Applicable Plan or it may be from other than a designated Roth account under the Applicable Plan. A rollover which is not from a designated Roth account under the Applicable Plan is a “conversion” rollover. Any lifetime Required Minimum Distribution payments which the Deceased Participant should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct rollover to this inherited Roth IRA Contract, are not eligible to be directly rolled over as a Contribution to this Contract. No further Contributions can be made.

If the Owner is a beneficiary under the Deceased Owner’s Original Roth IRA

We will accept a single Contribution of a direct transfer of the your interest as a beneficiary under the Deceased Owner’s Original Roth IRA. A “direct transfer” Contribution is the transfer of amounts to this inherited Roth IRA Contract directly from an inherited Roth individual retirement account or another inherited Roth individual retirement annuity contract which meets the requirements of Sections 408A and 408 of the Code. Subject to our approval, you may make additional direct transfer Contributions to this inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.

PART VI-PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following is added at the end of the existing Section:

If the Owner is a custodial account we will pay the Death Benefit to the custodial account after the Annuitant's death. If the Owner is a "see-through trust", and no beneficiary is named or survives the Annuitant, we will pay any Death Benefit to the "see-through trust".

SECTION 6.02 PAYMENT UPON DEATH

The first paragraph of this Section is deleted and replaced with the following:

Upon receipt of due proof of your death before all amounts have been distributed under this Contract, we will make a lump sum payment of the Death Benefit under this Contract to the Beneficiary unless the Beneficiary elects to continue BCO Distributions as provided in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules". If the Beneficiary elects to continue BCO Distributions, the Annuity Account Value will be reset to the Death Benefit amount if it is greater. The Death Benefit is described in the Contract and in any applicable enhanced Death Benefit Rider, if elected.

SECTION 6.03 MANNER OF PAYMENT

This Section is deleted.

PART VII - ANNUITY BENEFITS

The following language is added at the beginning of Part VII:

Sections 7.01 through 7.07 do not apply to this inherited Roth IRA Contract. The election of BCO Distributions under Section 7.08 below constitutes the Annuity Benefit under Part VII of this Contract.

The following new Section is added at the end of Part VII:

SECTION 7.08--BCO DISTRIBUTIONS--POST-DEATH REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this inherited Roth IRA Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. The BCO Distributions under this inherited Roth IRA Contract will be paid in accordance with the Required Minimum Distribution rules of Sections 408 and 401(a)(9) of the Code and Treasury Regulation Sections 1.408-8 and 1.401(a)(9). To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

If the Owner is a Nonspousal Applicable Plan Beneficiary

If Required Minimum Distributions Had Commenced Under the Applicable Plan.

If the Deceased Participant died on or after commencing lifetime Required Minimum Distribution payments from the Applicable Plan, your interest as a beneficiary in the remaining portion of his or her interest in the Applicable Plan will continue to be distributed as described in the paragraphs below. Any lifetime Required Minimum Distribution payments which the Deceased Participant should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct rollover to the inherited Roth IRA Contract, are not eligible to be rolled over as a Contribution to this Contract.

If Required Minimum Distributions Had Not Commenced Under the Applicable Plan.

If the Deceased Participant died before commencing lifetime Required Minimum Distribution payments from the Applicable Plan, the Interest in the Deceased Participant's Applicable Plan will be distributed from this inherited Roth IRA Contract as follows:

Starting on the BCO Distribution Commencement Date (no later than the end of the calendar year following the calendar year of the Deceased Participant's death), your Interest in the Deceased Participant's Applicable Plan will be distributed from this inherited Roth IRA Contract over your remaining life expectancy, with such life expectancy determined using your age as of your birthday in the year following the year of the Deceased Participant's death. If you die before you receive your entire interest in this Contract, your Beneficiary may elect to continue to receive payments under this Contract for the remaining term of your life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

The BCO Distributions consist of payments no less frequently than annually beginning on the BCO Distribution Commencement Date. We will make these distributions at least once a calendar year in accordance with the Code and applicable Treasury Regulations. Subject to our approval, you may request more frequent than annual payments, however, once payments have started they cannot be stopped, unless a surrender of this Contract occurs.

How Payments Are Calculated

The amount of each annual payment is determined by dividing your remaining entire interest in this inherited Roth IRA Contract as of the end of the calendar year prior to the payment by your remaining life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used. For this purpose, your entire interest in this inherited Roth IRA Contract is the Annuity Account Value plus the actuarial present value of any additional annuity contract benefits (such as guaranteed death benefits). Where the direct rollover Contribution is made to this inherited Roth IRA Contract after the end of that prior calendar year, we will calculate the initial payment using the value of your interest in the Applicable Plan as of the end of the prior calendar year. In no event shall a BCO Distribution exceed the remaining Annuity Account Value on the date of payment.

How Life Expectancy is Determined

Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9, or any successor Regulation. Life expectancy is determined using your

age as your birthday in the calendar year following the calendar year of the Deceased Participant's death ("Base Year"). Your remaining life expectancy for a year is the number in the Single Life table corresponding to your age in the Base Year described in the preceding sentence and reduced by one (1) for each subsequent year. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

How is it determined whether Required Minimum Distribution payments have commenced

For purposes of this Section, Required Minimum Distribution payments are considered to begin on the Deceased Participant's Required Beginning Date for Required Minimum Distribution payments during life. This Required Beginning Date is April 1st following the calendar year in which the Deceased Participant attained age 70½. If the Deceased Participant was not a 5% owner of the employer sponsoring the Applicable Plan, the Required Beginning Date is April 1 following the calendar year in which the Deceased Participant retired from service with such employer, if retirement occurs after the Deceased Participant reached age 70 ½. Required Minimum Distribution payments are considered to have begun whether or not payments were actually made from the Deceased Participant's interest in the Applicable Plan.

If the Owner is a beneficiary under the Deceased Owner's Original Roth IRA

Your Interest in the Deceased Owner's Original Roth IRA will be distributed from this inherited Roth IRA Contract as follows:

General Rule

Your interest in this inherited Roth IRA Contract will be distributed, starting on the BCO Distribution Commencement Date (no later than the end of the calendar year following the calendar year of the Deceased Owner's death), over your remaining life expectancy, with such life expectancy determined using your age as of your birthday in the year following the year of the Deceased Owner's death. If you die before you receive your entire interest in this Contract, your Beneficiary may elect to continue to receive payments under this Contract for the remaining term of your life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

Provisions Applicable to a Special Surviving Spouse

If you are a Special Surviving Spouse, your interest in this inherited Roth IRA Contract will be distributed, over your life expectancy, starting on the BCO Distribution Commencement Date. Your BCO Distribution Commencement Date can be no later than the end of the calendar year in which the Deceased Owner would have attained age 70½, or the end of the calendar year following the calendar year of the Deceased Owner's death, whichever is later.

If you die before the BCO Distribution Commencement Date, and before Required Minimum Distribution payments have commenced to you, your interest in this Contract will be distributed, starting no later than the end of the calendar year following the calendar year of your death, over the remaining life expectancy of your Beneficiary. Your Beneficiary's life expectancy will be determined using such Beneficiary's age as of his or her birthday in the year following your death. If you die after the BCO

Distribution Commencement Date and after Required Minimum Distribution payments have commenced, if your Beneficiary so elects, any remaining Annuity Account Value will continue to be distributed to your Beneficiary over your remaining life expectancy, as described below.

How Payments Are Calculated

The amount of each annual payment is determined by dividing your remaining entire interest in this inherited Roth IRA Contract as of the end of the calendar year prior to the payment by your remaining life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used. For this purpose, your entire interest in this inherited Roth IRA Contract is the Annuity Account Value plus the actuarial present value of any additional annuity contract benefits (such as guaranteed death benefits). Where the Contribution is made to this inherited Roth IRA after the end of that prior calendar year, we will calculate the initial payment using the value of your interest in the Original Roth IRA as of the end of the prior calendar year. In no event shall a BCO Distribution exceed the remaining Annuity Account Value on the date of payment.

How Life Expectancy is Determined

Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9, or any successor Regulation.

General Rule

Life expectancy is determined using your age as your birthday in the calendar year following the calendar year of the Deceased Owner's death ("Base Year"). Your remaining life expectancy for a year is the number in the Single Life table corresponding to your age in the Base Year described in the preceding sentence and reduced by one (1) for each subsequent year. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

Provisions Applicable to a Special Surviving Spouse

If you are a Special Surviving Spouse, your life expectancy is determined each year beginning with the calendar year that includes the BCO Distribution Commencement Date.

Your remaining life expectancy for a year is the number in the Single Life Table corresponding to your age in that year.

If you die before the BCO Distribution Commencement Date and before Required Minimum Distribution payments begin to you, the Base Year for your Beneficiary is the calendar year following the calendar year of your death. That Beneficiary's remaining life expectancy for a year is determined under "General Rule" above. If you die after the BCO Distribution Commencement Date and after Required Minimum Distribution payments begin to you, your Beneficiary may elect to receive such interest over a period no longer than your life expectancy in the calendar year of your death. Payments will be made in accordance with the "General Rule" above; however, the Base Year will be the calendar year of your death.

How is it determined whether Required Minimum Distribution payments have commenced to a Special Surviving Spouse

For purposes of this Section, Required Minimum Distribution payments are considered to begin to a Special Surviving Spouse by the date which is the later of the end of the calendar year following the calendar year of the Deceased Owner's death or the end of the calendar year in which the Deceased Owner would have attained age 70½.

Annual payments; potential aggregation with other inherited Roth individual retirement arrangements.

This inherited Roth IRA Contract is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for the remaining portion of your Interest in the Deceased Owner's Original Roth IRA directly transferred to this Contract. The BCO Distributions consist of payments no less frequently than annually beginning on the BCO Distribution Commencement Date. We will make these distributions at least once a calendar year in accordance with the Code and applicable Treasury Regulations. Subject to our approval, you may request more frequent than annual payments, however, once payments have started they cannot be stopped, unless a surrender of this Contract occurs. Payments must be made every year except as specifically indicated below.

In the circumstances described in this and the following paragraphs, if you have also been designated beneficiary under at least one other of the Deceased Owner's Roth individual retirement arrangements, you may choose to take the post-death Required Minimum Distribution payments calculated for this inherited Roth IRA Contract from another of the Deceased Owner's Roth individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. This provision directs that the post-death Required Minimum Distribution be calculated separately for each Roth IRA. The separately-calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's Roth IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code.

For this purpose, the following individual retirement arrangements may not be aggregated with this inherited Roth IRA Contract:

- an account or contract that you own not as a beneficiary, but as the Roth IRA owner in your own right;
- an account or contract that you own as a nonspousal beneficiary of a deceased participant under an Applicable Plan, even if the deceased participant under such Plan is the same as the Deceased Owner named on the cover page and in the Data Pages;
- an account or contract that you own as a beneficiary of the Deceased Owner named on the cover page and in the Data Pages, if you have elected to take your interest in the account or contract by the end of the calendar year containing the fifth anniversary of the Deceased Owner's death in accordance with Section 401(a)(9)(B)(ii) of the Code; or
- a contract you have irrevocably annuitized under Treasury Regulation Section 1.401(a)(9)-6.

Distributions from Section 403(b) contracts, 403(b) custodial accounts, or traditional IRAs inherited from the Deceased Owner also will not satisfy the distribution requirements from inherited Roth IRAs.

In order for us to suspend a BCO Distribution that we would otherwise make, you must give us advance notice in accordance with our procedures at the time. We may request that you document eligibility to take withdrawals from another Roth individual retirement arrangement inherited from the Deceased Owner.

PART IX-GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as an inherited Roth individual retirement annuity under Sections 408A(b), 408(b) and 408(d)(3)(C) of the Code, we will have the right to terminate this Contract. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an inherited Roth individual retirement annuity which meets the terms of Sections 408A(b), 408(b) and 408(d)(3)(C) of the Code.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this inherited Roth IRA Contract cannot be changed.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

The following new Section is added:

SECTION 9.11 OWNER AND ANNUITANT REQUIREMENTS

Rules applicable to the Annuitant.

When this Contract is owned by an individual in his or her capacity as beneficiary the Owner must also be the Annuitant.

When this Contract is owned by a see-through trust in its capacity as beneficiary the Annuitant is the oldest beneficiary of such trust.

When this Contract is owned by a custodial inherited Roth IRA for benefit of an individual beneficiary of a deceased individual, the individual designated as beneficiary of the Deceased Owner's Original Roth IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be, must be the Annuitant.

When this Contract is owned by a custodial inherited Roth IRA for benefit of a see-through trust beneficiary of a deceased individual, the oldest beneficiary of such trust must be the Annuitant.

Rules applicable to the Owner.

When this Contract is owned by an individual in his or her capacity as beneficiary of the Deceased Owner's Original Roth IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be, the Owner must also be the Annuitant.

The only permissible Non-natural Owners are a "see-through trust beneficiary" or a trustee or custodian of an inherited Roth individual retirement account, also referred to in this Contract as a "custodial inherited Roth IRA."

When this Contract is owned by a see-through trust, the trust must have been designated beneficiary under the Deceased Owner's Original Roth IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be.

When this Contract is owned by a custodial inherited Roth IRA, the IRA must meet the requirements of Sections 408A(b), 408(a) and 408(d)(3)(C) of the Code. It must be the Deceased Owner's Original Roth IRA or it must be an inherited Roth individual retirement account newly and timely established by direct rollover from an Applicable Plan for the benefit of a beneficiary who is not the surviving spouse of a Deceased Participant. The custodial inherited Roth IRA must be maintained for the benefit of the designated beneficiary of the Deceased Owner's Original Roth IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be. If such beneficiary is an individual, that individual must also be the Annuitant. If such beneficiary is a see-through trust, the custodial inherited Roth IRA must designate the oldest beneficiary of such trust as the Annuitant.

AXA EQUITABLE LIFE INSURANCE COMPANY

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Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice-President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

INHERITED TRADITIONAL IRA BENEFICIARY CONTINUATION OPTION (BCO) ENDORSEMENT

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an inherited traditional individual retirement annuity contract subject to the rules of Section 408(b) of the Code and which has been acquired by reason of the death of another individual under Section 408(d)(3)(C) of the Code (“inherited traditional IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. Compliance with the tax qualified plan provisions prevents loss of the advantages of tax deferral and prevents penalties.

The purpose of this Contract is to distribute at least annually the interest of the deceased individual which the beneficiary has directed to be transferred to this Contract.

This inherited traditional IRA Contract is established for your exclusive benefit in your capacity as beneficiary of the deceased individual.

Your entire interest in this Contract is not forfeitable.

The provisions of this Inherited Traditional IRA Beneficiary Continuation Option (BCO) Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this inherited traditional IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this inherited traditional IRA Contract is an annuity contract that may be used to fund an inherited traditional individual retirement account that meets Sections 408(a) and 408(d)(3)(C) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial inherited traditional individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I-DEFINITIONS

SECTION 1.01 ANNUITANT

The existing Section is replaced by the following:

“Annuitant” means the individual shown as such on the cover page and in the Data Pages. The identity of the Annuitant is determined in accordance with the Section, “Owner and Annuitant Requirements,” in Part IX.

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners which are neither a see-through trust beneficiary nor a trustee or custodian of an inherited traditional individual retirement account are not permitted.

SECTION 1.17 OWNER

The following sentences are added at the end of the existing Section:

Joint Owners are not permitted. The Owner of the Contract cannot be changed. The identity of the Owner is determined in accordance with the Section, "Owner and Annuitant Requirements," in Part IX.

The following Section is added at the end of Part I:

SECTION 1.25 ADDITIONAL DEFINITIONS APPLICABLE TO THIS INHERITED TRADITIONAL IRA CONTRACT

APPLICABLE PLAN

"Applicable Plan" means any of the following eligible retirement plans which may be the source of the direct rollover Contribution to this inherited traditional IRA Contract: (i) a plan qualified under Section 401(a) of the Code or a contract qualified under Section 403(a) of the Code; (ii) an annuity contract or custodial account qualified under Section 403(b) of the Code; or (iii) a governmental employer plan under Section 457(b) of the Code.

BCO DISTRIBUTIONS

"BCO Distributions" are the post-death payments required from or with respect to this inherited traditional IRA Contract by the "Required Minimum Distribution Rules" of Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules."

BCO DISTRIBUTION COMMENCEMENT DATE

"BCO Distribution Commencement Date" means the date of the First BCO Distribution as provided in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules." The BCO Distribution Commencement Date is shown in the Data Pages and cannot be changed to a later date.

DECEASED OWNER

"Deceased Owner" means the individual named in the Data Pages, now deceased, who owned the Original IRA.

DECEASED PARTICIPANT

“Deceased Participant” means the individual named in the Data Pages, now deceased, whose accrued benefit as a participant in the Applicable Plan is the source of the direct rollover Contribution to this inherited traditional IRA Contract.

INTEREST IN THE DECEASED PARTICIPANT’S APPLICABLE PLAN

“Interest in the Deceased Participant’s Applicable Plan” means the share as a beneficiary of the Deceased Participant’s interest in the Applicable Plan, which is the source of the direct rollover Contribution to this inherited traditional IRA Contract. The Interest in the Deceased Participant’s Applicable Plan includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Treasury Regulation Section 1.408-8 and the actuarial present value of any additional annuity contract benefits provided. The Interest in the Deceased Participant’s Applicable Plan does not include any values or amounts of benefits which were provided under the Applicable Plan but are not directly rolled over to this inherited traditional IRA Contract.

INTEREST IN THE DECEASED OWNER’S ORIGINAL IRA

“Interest in the Deceased Owner’s Original IRA” means the share as a beneficiary of the Deceased Owner’s Original IRA, which is the source of the direct transfer Contribution to this inherited traditional IRA Contract. The Interest in the Deceased Owner’s Original IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Treasury Regulation Section 1.408-8 and the actuarial present value of any additional annuity contract benefits provided. The Interest in the Deceased Owner’s Original IRA does not include any values or amounts of benefits which were provided under the Original IRA but are not directly transferred to this inherited traditional IRA Contract.

NONSPOUSAL APPLICABLE PLAN BENEFICIARY

“Nonspousal Applicable Plan Beneficiary” means the individual or “see-through trust” designated by the Deceased Participant as beneficiary under an Applicable Plan. If the beneficiary is an individual, he or she is not the surviving spouse of the Deceased Participant.

ORIGINAL IRA

“Original IRA” means the traditional individual retirement arrangement under Section 408 of the Code of the Deceased Owner which is the source of the direct transfer Contribution to this inherited traditional IRA Contract.

SEE-THROUGH TRUST

A “see-through trust” is an irrevocable trust, valid under State law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under the regulations. Such “see-through trust” is described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5.

SPECIAL SURVIVING SPOUSE

“Special Surviving Spouse” means the individual who is both the Surviving Spouse of the Deceased Owner and the sole designated beneficiary under the Original IRA.

PART III-CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

We do not accept regular Contributions out of compensation to this Contract. Except as otherwise indicated in this Section or the Data Pages we accept only one Contribution to this inherited traditional IRA Contract.

If the Owner is a Nonspousal Applicable Plan Beneficiary

We will accept a single direct rollover Contribution in accordance with Section 402(c)(11) of the Code of your interest as a beneficiary under the Deceased Participant’s Applicable Plan. A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), and 457(e)(16). Any lifetime Required Minimum Distribution payments which the Deceased Participant should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct rollover to this inherited traditional IRA Contract, are not eligible to be directly rolled over as a Contribution to this Contract. No further Contributions can be made.

If the Owner is a beneficiary under the Deceased Owner’s Original IRA

We will accept a single Contribution of a direct transfer of the your interest as a beneficiary under the Deceased Owner’s Original IRA. A “direct transfer” Contribution is the transfer of amounts to this inherited traditional IRA Contract directly from an inherited traditional individual retirement account or another inherited traditional individual retirement annuity contract which meets the requirements of Section 408 of the Code. Any lifetime Required Minimum Distribution payments which the Deceased Owner should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct transfer to this inherited traditional IRA Contract, are not eligible to be directly transferred as a Contribution to this Contract. Subject to our approval, you may make additional direct transfer Contributions to this inherited traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.

PART VI-PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following is added at the end of the existing Section:

If the Owner is a custodial account we will pay the Death Benefit to the custodial account after the Annuitant's death. If the Owner is a "see-through trust", and no beneficiary is named or survives the Annuitant, we will pay any Death Benefit to the "see-through trust".

SECTION 6.02 PAYMENT UPON DEATH

The first paragraph of this Section is deleted and replaced with the following:

Upon receipt of due proof of your death before all amounts have been distributed under this Contract, we will make a lump sum payment of the Death Benefit under this Contract to the Beneficiary unless the Beneficiary elects to continue BCO Distributions as provided in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules". If the Beneficiary elects to continue BCO Distributions, the Annuity Account Value will be reset to the Death Benefit amount if it is greater. The Death Benefit is described in the Contract and in any applicable enhanced Death Benefit Rider, if elected.

SECTION 6.03 MANNER OF PAYMENT

This Section is deleted.

PART VII - ANNUITY BENEFITS

The following language is added at the beginning of Part VII:

Sections 7.01 through 7.07 do not apply to this inherited traditional IRA Contract. The election of BCO Distributions under Section 7.08 below constitutes the Annuity Benefit under Part VII of this Contract.

The following new Section is added at the end of Part VII:

SECTION 7.08--BCO DISTRIBUTIONS--POST-DEATH REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. The BCO Distributions under this inherited traditional IRA Contract will be paid in accordance with the Required Minimum Distribution rules of Sections 408 and 401(a)(9) of the Code and Treasury Regulation Sections 1.408-8 and 1.401(a)(9). To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

If the Owner is a Nonspousal Applicable Plan Beneficiary

If Required Minimum Distributions Had Commenced Under the Applicable Plan.

If the Deceased Participant died on or after commencing lifetime Required Minimum Distribution payments from the Applicable Plan, your interest as a beneficiary in the remaining portion of his or her interest in the Applicable Plan will continue to be distributed at least as rapidly as under the method chosen under the Applicable Plan. Any lifetime Required Minimum Distribution payments which the Deceased Participant should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct rollover to the inherited traditional IRA Contract, are not eligible to be rolled over as a Contribution to this Contract.

If Required Minimum Distributions Had Not Commenced Under the Applicable Plan.

If the Deceased Participant died before commencing lifetime Required Minimum Distribution payments from the Applicable Plan, the Interest in the Deceased Participant's Applicable Plan will be distributed from this inherited traditional IRA Contract as follows:

Starting on the BCO Distribution Commencement Date (no later than the end of the calendar year following the calendar year of the Deceased Participant's death), your Interest in the Deceased Participant's Applicable Plan will be distributed from this inherited traditional IRA Contract over your remaining life expectancy, with such life expectancy determined using your age as of your birthday in the year following the year of the Deceased Participant's death. If you die before you receive your entire interest in this Contract, your Beneficiary may elect to continue to receive payments under this Contract for the remaining term of your life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

The BCO Distributions consist of payments no less frequently than annually beginning on the BCO Distribution Commencement Date. We will make these distributions at least once a calendar year in accordance with the Code and applicable Treasury Regulations. Subject to our approval, you may request more frequent than annual payments, however, once payments have started they cannot be stopped, unless a surrender of this Contract occurs.

How Payments Are Calculated

The amount of each annual payment is determined by dividing your remaining entire interest in this inherited traditional IRA Contract as of the end of the calendar year prior to the payment by your remaining life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used. For this purpose, your entire interest in this inherited traditional IRA Contract is the Annuity Account Value plus the actuarial present value of any additional annuity contract benefits (such as guaranteed death benefits). Where the direct rollover Contribution is made to this inherited traditional IRA Contract after the end of that prior calendar year, we will calculate the initial payment using the value of your interest in the Applicable Plan as of the end of the prior calendar year. In no event shall a BCO Distribution exceed the remaining Annuity Account Value on the date of payment.

How Life Expectancy is Determined

Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9, or any successor Regulation. Life expectancy is determined using your

age as your birthday in the calendar year following the calendar year of the Deceased Participant's death ("Base Year"). Your remaining life expectancy for a year is the number in the Single Life table corresponding to your age in the Base Year described in the preceding sentence and reduced by one (1) for each subsequent year. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

How is it determined whether Required Minimum Distribution payments have commenced

For purposes of this Section, Required Minimum Distribution payments are considered to begin on the Deceased Participant's Required Beginning Date for Required Minimum Distribution payments during life. This Required Beginning Date is April 1st following the calendar year in which the Deceased Participant attained age 70½. If the Deceased Participant was not a 5% owner of the employer sponsoring the Applicable Plan, the Required Beginning Date is April 1 following the calendar year in which the Deceased Participant retired from service with such employer, if retirement occurs after the Deceased Participant reached age 70½. Required Minimum Distribution payments are considered to have begun whether or not payments were actually made from the Deceased Participant's interest in the Applicable Plan.

If the Owner is a beneficiary under the Deceased Owner's Original IRA

If Required Minimum Distributions Had Commenced Under the Original IRA.

If the Deceased Owner of the Original IRA died on or after commencing lifetime Required Minimum Distribution payments, your interest as a beneficiary in the remaining portion of his or her interest in the Original IRA will continue to be distributed at least as rapidly as under the contract option chosen under the Original IRA. Any lifetime Required Minimum Distribution payments which the Deceased Owner should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct transfer to the inherited traditional IRA Contract, are not eligible to be directly transferred as a Contribution to this Contract.

If Required Minimum Distributions Had Not Commenced Under the Original IRA.

If the Deceased Owner of the Original IRA died before commencing lifetime Required Minimum Distribution payments, your Interest in the Deceased Owner's Original IRA will be distributed from this Contract as follows:

General Rule

Your interest in this inherited traditional IRA Contract will be distributed, starting on the BCO Distribution Commencement Date (no later than the end of the calendar year following the calendar year of the Deceased Owner's death), over your remaining life expectancy, with such life expectancy determined using your age as of your birthday in the year following the year of the Deceased Owner's death. If you die before you receive your entire interest in this Contract, your Beneficiary may elect to continue to receive payments under this Contract for the remaining term of your life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

Provisions Applicable to a Special Surviving Spouse

If you are a Special Surviving Spouse, your interest in this inherited traditional IRA Contract will be distributed, over your life expectancy, starting on the BCO Distribution Commencement Date. Your BCO Distribution Commencement Date can be no later than the end of the calendar year in which the Deceased Owner would have attained age 70½, or the end of the calendar year following the calendar year of the Deceased Owner's death, whichever is later.

If you die before the BCO Distribution Commencement Date, and before Required Minimum Distribution payments have commenced to you, your interest in this Contract will be distributed, starting no later than the end of the calendar year following the calendar year of your death, over the remaining life expectancy of your Beneficiary. Your Beneficiary's life expectancy will be determined using such Beneficiary's age as of his or her birthday in the year following your death. If you die after the BCO Distribution Commencement Date and after Required Minimum Distribution payments have commenced, if your Beneficiary so elects, any remaining Annuity Account Value will continue to be distributed to your Beneficiary over your remaining life expectancy, as described below.

How Payments Are Calculated

The amount of each annual payment is determined by dividing your remaining entire interest in this inherited traditional IRA Contract as of the end of the calendar year prior to the payment by your remaining life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used. For this purpose, your entire interest in this inherited traditional IRA Contract is the Annuity Account Value plus the actuarial present value of any additional annuity contract benefits (such as guaranteed death benefits). Where the Contribution is made to this inherited traditional IRA Contract after the end of that prior calendar year, we will calculate the initial payment using the value of your interest in the Original IRA as of the end of the prior calendar year. In no event shall a BCO Distribution exceed the remaining Annuity Account Value on the date of payment.

How Life Expectancy is Determined

Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9, or any successor Regulation.

General Rule

Life expectancy is determined using your age as your birthday in the calendar year following the calendar year of the Deceased Owner's death ("Base Year"). Your remaining life expectancy for a year is the number in the Single Life table corresponding to your age in the Base Year described in the preceding sentence and reduced by one (1) for each subsequent year. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

Provisions Applicable to a Special Surviving Spouse

If you are a Special Surviving Spouse, your life expectancy is determined each year beginning with the calendar year that includes the BCO Distribution Commencement Date.

Your remaining life expectancy for a year is the number in the Single Life Table corresponding to your age in that year.

If you die before the BCO Distribution Commencement Date and before Required Minimum Distribution payments begin to you, the Base Year for your Beneficiary is the calendar year following the calendar year of your death. That Beneficiary's remaining life expectancy for a year is determined under "General Rule" above. If you die after the BCO Distribution Commencement Date and after Required Minimum Distribution payments begin to you, your Beneficiary may elect to receive such interest over a period no longer than your life expectancy in the calendar year of your death. Payments will be made in accordance with the "General Rule" above; however, the Base Year will be the calendar year of your death.

How is it determined whether Required Minimum Distribution payments have commenced

For purposes of this Section, Required Minimum Distribution payments are considered to begin on the Deceased Owner's Required Beginning Date for Required Minimum Distribution payments during life. This Required Beginning Date is April 1st following the calendar year in which the Deceased Owner attained age 70½. Required Minimum Distribution payments are considered to have begun whether or not payments were actually made from the Deceased Owner's Original IRA.

Required Minimum Distribution payments are considered to begin to a Special Surviving Spouse by the date which is the later of the end of the calendar year following the calendar year of the Deceased Owner's death or the end of the calendar year in which the Deceased Owner would have attained age 70½.

Annual payments; potential aggregation with other inherited traditional individual retirement arrangements.

This inherited traditional IRA Contract is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for the remaining portion of your Interest in the Deceased Owner's Original IRA directly transferred to this Contract. The BCO Distributions consist of payments no less frequently than annually beginning on the BCO Distribution Commencement Date. We will make these distributions at least once a calendar year in accordance with the Code and applicable Treasury Regulations. Subject to our approval, you may request more frequent than annual payments, however, once payments have started they cannot be stopped, unless a surrender of this Contract occurs. Payments must be made every year except as specifically indicated below.

In the circumstances described in this and the following paragraphs, if you have also been designated beneficiary under at least one other of the Deceased Owner's traditional individual retirement arrangements, you may choose to take the post-death Required Minimum Distribution

payments calculated for this inherited traditional IRA Contract from another of the Deceased Owner's traditional individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. This provision directs that the post-death Required Minimum Distribution be calculated separately for each traditional IRA. The separately-calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's traditional IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code.

For this purpose, the following individual retirement arrangements may not be aggregated with this inherited traditional IRA Contract:

- an account or contract that you own not as a beneficiary, but as the IRA owner in your own right;
- an account or contract that you own as a nonspousal beneficiary of a deceased participant under an Applicable Plan, even if the deceased participant under such Plan is the same as the Deceased Owner named on the cover page and in the Data Pages;
- an account or contract that you own as a beneficiary of the Deceased Owner named on the cover page and in the Data Pages, if you have elected to take your interest in the account or contract by the end of the calendar year containing the fifth anniversary of the Deceased Owner's death in accordance with Section 401(a)(9)(B)(ii) of the Code; or
- a contract you have irrevocably annuitized under Treasury Regulation Section 1.401(a)(9)-6.

Distributions from Section 403(b) contracts, 403(b) custodial accounts, or Roth IRAs inherited from the Deceased Owner also will not satisfy the distribution requirements from inherited traditional IRAs.

In order for us to suspend a BCO Distribution that we would otherwise make, you must give us advance notice in accordance with our procedures at the time. We may request that you document eligibility to take withdrawals from another traditional individual retirement arrangement inherited from the Deceased Owner.

PART IX-GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as an inherited traditional individual retirement annuity under Sections 408(b) and 408(d)(3)(C) of the Code, we will have the right to terminate this Contract. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an inherited traditional individual retirement annuity which meets the terms of Sections 408(b) and 408(d)(3)(C) of the Code.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this inherited traditional IRA Contract cannot be changed.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

The following new Section is added:

SECTION 9.11 OWNER AND ANNUITANT REQUIREMENTS

Rules applicable to the Annuitant.

When this Contract is owned by an individual in his or her capacity as beneficiary the Owner must also be the Annuitant.

When this Contract is owned by a see-through trust in its capacity as beneficiary the Annuitant is the oldest beneficiary of such trust.

When this Contract is owned by a custodial inherited traditional IRA for benefit of an individual beneficiary of a deceased individual, the individual designated as beneficiary of the Deceased Owner's Original IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be, must be the Annuitant.

When this Contract is owned by a custodial inherited traditional IRA for benefit of a see-through trust beneficiary of a deceased individual, the oldest beneficiary of such trust must be the Annuitant.

Rules applicable to the Owner.

When this Contract is owned by an individual in his or her capacity as beneficiary of the Deceased Owner's Original IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be, the Owner must also be the Annuitant.

The only permissible Non-natural Owners are a "see-through trust beneficiary" or a trustee or custodian of an inherited traditional individual retirement account, also referred to in this Contract as a "custodial inherited traditional IRA."

When this Contract is owned by a see-through trust, the trust must have been designated beneficiary under the Deceased Owner's Original IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be.

When this Contract is owned by a custodial inherited traditional IRA, the IRA must meet the requirements of Sections 408(a) and 408(d)(3)(C) of the Code. It must be the Deceased Owner's Original IRA or it must be an inherited traditional individual retirement account newly and timely established by direct rollover from an Applicable Plan for the benefit of a beneficiary who is not the surviving spouse of a Deceased Participant. The custodial inherited traditional IRA must be maintained for the benefit of the designated beneficiary of the Deceased Owner's Original IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be. If such beneficiary is an individual, that individual must also be the Annuitant. If such beneficiary is a see-through trust, the custodial inherited traditional IRA must designate the oldest beneficiary of such trust as the Annuitant.

AXA EQUITABLE LIFE INSURANCE COMPANY

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Mark Pearson,
Chairman of the Board and Chief Executive Officer

[



Karen Field Hazin, Vice-President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO TRADITIONAL IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an individual retirement annuity contract which meets the requirements of Section 408(b) of the Code (“IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. Compliance with the tax qualified plan provisions prevents loss of the advantages of tax deferral and prevents penalties.

This Contract is not offered as an inherited traditional IRA.

This IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this IRA Contract is an annuity contract that may be used to fund an individual retirement account that meets the requirements of Section 408(a) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner [, unless the Owner is a trustee or custodian of an individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Annuitant must be the individual for whose benefit the individual retirement account is maintained. Benefits under this IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [, unless the Owner is a trustee or custodian of a individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[Where the contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner must be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments ” means the payments from or with respect to this IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules.”

PART III – CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

The initial Contribution to this IRA Contract must be a rollover contribution or a direct transfer contribution described in paragraph (b) below. We do not offer this IRA Contract to fund employer-sponsored “Simplified Employee Pension” (“SEP”) plans described in Section 408(k) of the Code or SIMPLE IRA plans described in Section 408(p) of the Code, so we do not accept contributions under those plans. We do not offer this IRA Contract as an inherited IRA contract so we do not accept direct transfer contributions from the traditional IRA of a deceased IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) “Regular” traditional IRA Contributions; Maximum Permissible Amount

General. Except in the case of a “rollover contribution” or a “direct transfer” contribution described in paragraph (b) below, or except as noted under “Age 50”+ and “Temporary or specially directed rules” below in this paragraph (a), the total of “regular” traditional IRA contributions described in Section 219 of the Code will not exceed \$5,000 for any taxable year. This \$5,000 annual dollar limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of \$500.

Age 50+. If you are age 50 or older, the annual dollar limit on regular contributions is increased by \$1,000 for any taxable year.

Temporary or specially directed rules. You may make additional contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional contributions.

(b) Rollover and Direct Transfer Contributions

A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A “direct transfer” contribution is the transfer of amounts to this Contract directly from a traditional individual retirement account or another traditional individual retirement annuity contract which meets the requirements of Section 408 of the Code.

(c) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer’s SIMPLE IRA plan.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules".

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in “Effect of Death on any Applicable Optional Rider”, See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the “Beneficiary” Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary’s portion of the Death Benefit described in the “Payment Upon Death” Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a “see-through trust”. A “see-through trust” is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a “see-through trust” described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the “Beneficiary” Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the “Beneficiary” Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a “Continuation Beneficiary”. For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the “Payment Upon Death” Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.
- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the “Beneficiary” Section of this Contract that we not separately account for each Beneficiary’s portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in

Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).

- (c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).
- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your traditional individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death) in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).

PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distributions to be made during your lifetime. Subsection B below describes the Required Minimum Distributions to be made after your death, if you die before your entire interest in this Contract is distributed to you. The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another individual retirement arrangement that you maintain, pursuant to Treasury Regulation Section 1.408-8. If you do not take lifetime Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another individual retirement arrangement that you maintain.

For purposes of both the “lifetime” Required Minimum Distribution rules and the Required Minimum Distribution rules after death, the following definitions and conditions apply:

Your “entire interest” in this Contract for purposes of the Required Minimum Distribution Rules. Your “entire interest” in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this IRA contract, such as guaranteed death benefits.

Required Beginning Date. Your “Required Beginning Date” is the first day of April following the calendar year in which you attain age 70 1/2. This is the latest date when your lifetime Required Minimum Distribution payments with respect to this Contract can start.

A. Required Minimum Distribution Rules -Payments During Your Life

Notwithstanding any provision of this Contract to the contrary, the distribution of your entire interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized the distribution of your interest in this Contract must satisfy the requirements of Section 408(a)(6) of the Code and the Regulations thereunder.

Your entire interest in this Contract will be distributed or begin to be distributed no later than your Required Beginning Date defined above. Your entire interest may be distributed, as you elect, over (a) your life, or the lives of you and your designated Beneficiary, or (b) a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your designated Beneficiary.

These “lifetime” Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As A-1, A-4 and A-14 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A A-2 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation.

The distribution periods described in the second preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation.

The first lifetime Required Minimum Distribution payment can be made as late as April 1 of the year following the year you attain age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

B. Required Minimum Distribution Rules – Payments After Your Death

(a) Death On or After Lifetime Required Minimum Distribution Payments Begin. If you die on or after lifetime Required Minimum Distribution payments begin, any remaining portion of your interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(b) Death Before Lifetime Required Minimum Distribution Payments Begin. If you die before lifetime Required Minimum Distribution payments begin, your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's

designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

(c) If the sole designated Beneficiary is your surviving spouse, and the Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until your surviving spouse's Required Beginning Date for lifetime Required Minimum Distributions described above in Subsection A of this Section, or your surviving spouse's death if earlier.

(d) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in Subsection A of this Section or, if applicable, on the date distributions are required to begin to the surviving spouse under this Subsection B, paragraph (b)(2) above. However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

(e) Potential aggregation with your other traditional individual retirement arrangements. In the circumstances described in this paragraph (e), a Beneficiary who is also your designated beneficiary under at least one other of your traditional individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (b)(1) or (b)(2) of this Subsection B above for the Beneficiary's portion of the entire interest in this IRA contract from another of your traditional individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other traditional individual retirement arrangements.

This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of your entire interest in this Contract under this Subsection B, paragraph (b)(3) above.

The post-death Required Minimum Distribution must be calculated separately for each traditional IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's traditional IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in IRAs that the Beneficiary holds as the IRA owner or as the beneficiary of another decedent. Distributions from Section 403(b) contracts or accounts will not satisfy the distribution requirements from traditional IRAs. Distributions from Roth IRAs will not satisfy the distribution requirements applicable to traditional IRAs or section 403(b) accounts or contracts and distributions from IRAs or section 403(b) contracts or accounts will not satisfy the distribution requirements from Roth IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as an individual retirement annuity under Section 408(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner may be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice-President,
Secretary and Associate General Counsel]

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider]

The Earnings Enhancement Benefit Death Benefit Increment accrued as of the date we receive due proof of the original Owner’s death will be added to the Annuity Account Value (in addition to any amount of accrued GMDB that is added). If the surviving spouse is age [76] or older on the date of the Owner’s death, the benefit does not remain in effect and the Earnings Enhancement Benefit Death Benefit charge no longer applies. If the Death Benefit is payable under the Contract, the Earnings Enhancement Benefit Death Benefit will also be paid in accordance with its terms. If the surviving spouse elects to continue the Contract and become the sole Owner and is age [75] or younger on the date of the original Owner’s death, then the Earnings Enhancement Benefit Death Benefit rider will remain in effect in accordance with its terms and the following:

The surviving spouse’s age at the Owner’s date of death will determine the Earnings Enhancement Benefit Death Benefit Increment applicable upon the surviving spouse’s death. The Earnings Enhancement Benefit Death Benefit Increment is then frozen on the Contract Date Anniversary following the surviving spouse’s [85]th birthday.

If the Earnings Enhancement Benefit Death Benefit Increment had been frozen because the Owner had attained age [85], we will restore the benefit if the surviving spouse is age [75] or younger as of the date of the Owner's death.

The total amount of the new Annuity Account Value, including any amounts added because of the GMDB and the Earnings Enhancement Benefit Death Benefit Increment will be the new Earnings Enhancement Benefit Contributions under the Earnings Enhancement Benefit Death Benefit Rider for purposes of the Earnings Enhancement Benefit Death Benefit Increment payable upon the surviving spouse's death.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit ("GMIB") Rider]

The GMIB features on the Contract Date are based on the Owner's age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, and is age [84] or younger at the time the Owner died, the GMIB crediting continues until the Contract Date Anniversary following the spouse's [85]th birthday unless the benefit cannot be continued as described below. If GMIB crediting had stopped due to the Owner having attained age [85], we do not reinstate GMIB crediting for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse's age at the Owner's date of death and (ii) the original Contract Date. If the older spouse dies and the surviving spouse is age [85] or older or will be over age [85] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.

If your Rider has converted to a Guaranteed Withdrawal Benefit for Life Rider, the provisions applicable to Payment Upon Death under the Rider are fully described therein.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO ROTH IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a Roth individual retirement annuity contract which meets the requirements of Sections 408A(b) and 408(b) of the Code (“Roth IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. Compliance with the tax qualified plan provisions prevents loss of the advantages of tax deferral and prevents penalties.

This Contract is not offered as an inherited Roth IRA.

This Roth IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this Roth IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, this Roth IRA Contract is an annuity contract that may be used to fund a Roth individual retirement account that meets the requirements of Sections 408(a) and 408A(b) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial Roth individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. Benefits under this Roth IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial Roth IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[Where the contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner must be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments ” means the payments from or with respect to this Roth IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules--Payments After Your Death.”

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

Except as otherwise indicated in this Section or the Data Pages, we will accept the following types of Contributions, discussed below, to this Roth IRA Contract: (i) "regular" Roth IRA contributions; (ii) rollover Contributions from another Roth IRA; (iii) "conversion" rollover contributions from a "traditional" IRA (also referred to as a "non-Roth IRA"), or another source of conversion rollover contributions as described below; or (iv) direct custodian-to-custodian transfers from another Roth individual retirement account or another Roth individual annuity contract which meets the requirements of Sections 408 and 408A of the Code.

The initial Contribution to this Roth IRA Contract must be a rollover contribution described in paragraph (d) below or a direct transfer contribution described in paragraph (e) below.

We do not offer this Roth IRA Contract as an inherited Roth IRA contract so we do not accept direct transfer contributions from the Roth IRA of a deceased Roth IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) Regular Roth IRA Contributions; Maximum Permissible Amount

Except in the case of a direct custodian-to-custodian transfer from another Roth IRA, a "qualified rollover contribution" or a "recharacterization" as defined below in this Section, the total of "regular" Roth IRA contributions to all your Roth IRAs for a taxable year does not exceed the "applicable amount" as defined below in this Section, or your "compensation" as defined below in this Section, if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the "applicable amount" or your "compensation" is referred to as a "regular" Roth IRA contribution. Contributions may be limited under paragraphs (c) through (i) of this Section below. Additional amounts may be contributed under "Temporary or specially directed rules" below in paragraph (b-1).

(b) Regular Roth IRA Contributions; Applicable Amount

If you are under age 50, the applicable amount is \$5,000 for any taxable year. If you are age 50 or older, the applicable amount is \$6,000 for any taxable year.

These limits will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of \$500.

(b-1) Temporary or specially directed rules. You may make additional regular Roth IRA contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional regular Roth IRA contributions.

(c) Regular Roth IRA Contribution Limits Based on Modified Adjusted Gross Income

If paragraph (c)(i) and/or (c)(ii) of this Section apply, the maximum regular contribution that can be made to all your Roth IRAs for a taxable year is the smaller amount determined under paragraph (c)(i) or (c)(ii) of this Section.

(i) The maximum regular Roth IRA contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," described in paragraph (h) of this Section below) in accordance with the following table:

Filing Status	Full Contribution	Phase-Out Range	No Contribution
Modified AGI			
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,00 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If your modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. The dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of \$1,000.

(ii) If you make regular contributions to both Roth and traditional IRAs for a taxable year, the maximum regular contribution that can be made to all your Roth IRAs for that taxable year is reduced by the regular contributions made to your traditional IRAs for the taxable year.

(d) “Qualified Rollover” or “Conversion Rollover” Contributions

A “qualified rollover contribution” is a rollover contribution of a distribution from an eligible retirement plan described in Section 402(c)(8)(B) of the Code. If the distribution is from an IRA, the rollover must meet the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover contribution is from a traditional IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements one of the following applicable Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A qualified rollover contribution also includes (i) and (ii) below.

(i) All or part of a military death gratuity or servicemembers’ group life insurance (“SGLI”) payment may be contributed if the contribution is made within one (1) year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Section 408(d)(3)(B) of the Code.

(ii) All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (“WRERA”), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

(e) Direct Transfer Contributions

A “direct transfer” contribution is the transfer of amounts to this Contract directly from a Roth individual retirement account or another Roth individual retirement annuity contract which meets the requirements of Sections 408 and 408A(b) of the Code.

(f) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer’s SIMPLE IRA plan.

(g) Recharacterization

A regular contribution to a traditional IRA may be recharacterized pursuant to the rules in Treasury Regulation Section 1.408A-5, or any successor Regulation, as a regular contribution to this Roth IRA, subject to the limits in paragraph (c) of this Section above.

(h) Modified AGI

For purposes of paragraph (c) of this Section above, an individual's modified AGI for a taxable year is defined in Section 408A(c)(3)(B)(i) of the Code and does not include any amount included in adjusted gross income as a result of a “conversion rollover” (a rollover from an eligible retirement plan other than a Roth IRA).

(i) Definition of Compensation for Purposes of Regular Roth IRA Contributions

For purposes of paragraph (a) of this Section above, “compensation” is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in Section 1402 (c)(6) of the Code. Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Section 112 of the Code). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term “compensation” shall include any amount includible in the individual's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in Section 71(b)(2)(A) of the Code. If you are married and file a joint Federal income

tax return with your spouse, and if your spouse has greater compensation than you do, you may treat your spouse's compensation as your own compensation, but only to the extent that your spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in Section 3401(h)(2) of the Code.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules--Payments After Your Death."

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in "Effect of Death on any Applicable Optional Rider", See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.

- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in the Section, "Required Minimum Distribution Rules—Payments After Your Death".
- (c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in the Section, "Required Minimum Distribution Rules—Payments After Your Death".
- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your Roth individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in the Section, "Required Minimum Distribution Rules—Payments After Your Death", in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (1) or (2) of the Section, "Required Minimum Distribution Rules—Payments After Your Death".

PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES--PAYMENTS AFTER YOUR DEATH

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

No amount is required to be distributed prior to your death.

Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized, distribution of your “entire interest” in this Contract, described below in this Section, must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the Treasury Regulations thereunder.

Upon your death your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies after these required distributions commence to him or her, any remaining

interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) in this Section above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (1) or (2) in this Section above and reduced by 1 for each subsequent year.

Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this Roth IRA contract, such as guaranteed death benefits.

For purposes of paragraph (2) above, required distributions are considered to begin commence on the date distributions are required to begin to your surviving spouse under paragraph (2). However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

If the sole designated Beneficiary is your surviving spouse, and Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until after your surviving spouse's death.

Potential aggregation with your Roth individual retirement arrangements. In the circumstances described in this paragraph, a Beneficiary who is also your designated beneficiary under at least one other of your Roth individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (1) or (2) of this Section above for the Beneficiary's portion of the entire interest in this Roth IRA contract from another of your Roth individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other Roth individual retirement arrangements. This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of the portion of the entire interest in this Contract under paragraph (3) of this Section above. The post-death Required Minimum Distribution must be calculated separately for each Roth IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's Roth IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in Roth IRAs that the Beneficiary holds as the Roth IRA owner or as the beneficiary of

another decedent. Distributions from traditional IRAs will not satisfy the distribution requirements applicable to Roth IRAs or section 403(b) accounts or contracts and distributions from Roth IRAs or section 403(b) contracts or accounts will not satisfy the distribution requirements from traditional IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as a Roth individual retirement annuity under Sections 408(b) and 408A(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this Roth IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) of the Code and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider]

The Earnings Enhancement Benefit Death Benefit Increment accrued as of the date we receive due proof of the original Owner’s death will be added to the Annuity Account Value (in addition to any amount of accrued GMDB that is added). If the surviving spouse is age [76] or older on the date of the Owner’s death, the benefit does not remain in effect and the Earnings Enhancement Benefit Death Benefit charge no longer applies. If the Death Benefit is payable under the Contract, the Earnings Enhancement Benefit Death Benefit will also be paid in accordance with its terms. If the surviving spouse elects to continue the Contract and become the sole Owner and is age [75] or younger on the date of the original Owner’s death, then the Earnings Enhancement Benefit Death Benefit rider will remain in effect in accordance with its terms and the following:

The surviving spouse’s age at the Owner’s date of death will determine the Earnings Enhancement Benefit Death Benefit Increment applicable upon the surviving spouse’s death. The Earnings Enhancement Benefit Death Benefit Increment is then frozen on the Contract Date Anniversary following the surviving spouse’s [85]th birthday.

If the Earnings Enhancement Benefit Death Benefit Increment had been frozen because the Owner had attained age [85], we will restore the benefit if the surviving spouse is age [75] or younger as of the date of the Owner's death.

The total amount of the new Annuity Account Value, including any amounts added because of the GMDB and the Earnings Enhancement Benefit Death Benefit Increment will be the new Earnings Enhancement Benefit Contributions under the Earnings Enhancement Benefit Death Benefit Rider for purposes of the Earnings Enhancement Benefit Death Benefit Increment payable upon the surviving spouse's death.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit ("GMIB") Rider]

The GMIB features on the Contract Date are based on the Owner's age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, and is age [84] or younger at the time the Owner died, the GMIB crediting continues until the Contract Date Anniversary following the surviving spouse's [85]th birthday unless the benefit cannot be continued as described below. If GMIB crediting had stopped due to the Owner having attained age [85], we do not reinstate GMIB crediting for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse's age at the Owner's date of death and (ii) the original Contract Date. If the Owner dies and the surviving spouse is age [85] or older or will be over age [85] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.

If your Rider has converted to a Guaranteed Withdrawal Benefit for Life Rider, the provisions applicable to Payment Upon Death under the Rider are fully described therein.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

The Effective Date of this Endorsement is your Contract Date.

1. PART I - DEFINITIONS

The following definition is added: **SECTION 1.15A JOINT ANNUITANT:**

“Joint Annuitant” means the individual specified as such in the Data Pages. The Joint Annuitant must be the spouse of the Annuitant on the Contract Date.

The following is added at the end of the definition of **OWNER:**

If a joint owner (“Joint Owner”) is shown in the Data Pages, the Owner and Joint Owner possess an undivided interest in the rights of the entire Contract and must act jointly in exercising any ownership rights. Except for purposes of “Owner Death Distribution Rules” or as otherwise indicated, any reference to “you” and “your” in the Contract will apply to both the Owner and the Joint Owner.

2. *The following is added to* **PART VI – PAYMENT UPON DEATH** *before* **SECTION 6.01 BENEFICIARY:**

Where a Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. For purposes of this section, “you” refers to the Annuitant or older Joint Annuitant, if applicable, when describing the effect of death under a Contract owned by a Non-Natural Owner. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. If the Joint Annuitants are the same age and share the same birth date, the Annuitant will be deemed to be the older Joint Annuitant for this purpose.

Where a Contract is jointly owned, a Death Benefit is payable at the death of the older Joint Owner. For purposes of this section, “you” refers to the older Joint Owner when describing the effect of death under a Contract jointly owned. If the Joint Owners are the same age and share the same birth date, the Owner will be deemed to be the older Joint Owner for this purpose.

3. PART VI - PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.01 BENEFICIARY:**

Where a Contract is owned by a Non-Natural Owner which is a Living Trust, upon the death of the named Annuitant, a Death Benefit is payable. At the time of the Annuitant's death, if the Annuitant's spouse is the sole beneficiary of the trust, the trustee as Owner of the Contract may request that the spouse be substituted as Annuitant as of the date of the original Annuitant's death. No further change of Annuitant will be permitted. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. At the time of the older Joint Annuitant's death, a death benefit is payable and the trustee as Owner of the Contract may request that the surviving Annuitant continue the Contract. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. A Living Trust is a trust that meets the following conditions: (i) it is revocable at any time by the grantor, (ii) the grantor has exclusive control of the trust, (iii) no person other than the grantor has any interest in the trust during the grantor's lifetime, and (iv) the grantor's spouse is the sole beneficiary of the trust.

If a Contract is jointly owned, the surviving Joint Owner will be deemed the Beneficiary, superseding any other Beneficiary designation.

If a Contract has a Non-Natural Owner and Joint Annuitants, the surviving Joint Annuitant will be deemed to be the Beneficiary superseding any other Beneficiary designation.

4. PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.02 PAYMENT UPON DEATH:**

If the Owner and Annuitant are different individuals, at the death of the Annuitant, the Owner becomes the new Annuitant and the Contract continues. No Death Benefit is payable until after the Owner's death. If the Contract is jointly owned and the Annuitant is not either of the two Owners, at the death of the Annuitant, the older Owner will become the Annuitant if the Owners do not designate a new Annuitant. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. Where a Joint Annuitant is named under the Contract and both Annuitants die, then provisions of the first three sentences of this paragraph become operative.

OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE - Overview

Section 72(s) of the Code requires that where any annuity contract owner dies on or after the annuity starting date and before the entire interest in the annuity contract has been distributed, the remaining portion of the interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death. Section 72(s) of the Code also requires that where any annuity contract owner dies before the annuity starting date, the entire interest in the annuity contract must be distributed within five years after the owner's death as described in Section 72(s)(1)(B) of the Code. For purposes of this Endorsement, this is called the "Five Year Rule". If the beneficiary is an individual, in the alternative, payments must begin within one year after the owner's death as a life annuity or installment option for a period of not longer than the life expectancy of the individual beneficiary as described in Section 72(s)(2) of the Code. For purposes of this Endorsement, this is called the "One Year Rule". However, if the beneficiary is the owner's surviving spouse, no payments of the owner's interest in the annuity contract are required until after the surviving spouse's death. If the owner is non-natural, then the death of the annuitant triggers the required payment. Where a Joint Annuitant is named under a Contract with a Non-Natural Owner, any applicable Death Benefit will be based on the death of the older Joint Annuitant as described in Sections 2 and 3 of this Endorsement.

Owner Death Distribution Rules--Contract Continuation

Under any of the following circumstances, if you die before the Maturity Date, the Death Benefit described in Section 6.02, if applicable, will not be paid in a single sum and the Contract will continue as described in subsections (1) through (5) below, whichever is applicable.

(1) Single Owner Contract with a Non-Spousal Beneficiary(ies)

Upon the death of the Owner, a Death Benefit is payable. Unless a different rule applies under an optional benefit rider or benefit election, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. Any Guaranteed Minimum Death Benefit is terminated along with any applicable charges. No additional Contributions may be made to the Contract.

[The effect of death on any optional rider for a Single Owner Contract with a Non-Spousal Beneficiary is shown in "Effect of Death on any Applicable Optional Rider", Attachment A, to this Endorsement.]

If the Death Benefit is paid in the form of an Annuity Benefit the One Year Rule applies. Alternatively, the Beneficiary may elect an option to continue the Contract under the terms of the “NQ Beneficiary Continuation Option” described below in this Section. A Beneficiary must submit a timely claim with all Beneficiary Requirements in order to preserve the right to any payment or continuation option.

If the Beneficiary does not elect an annuity option as described in item 4 of this Endorsement, in order to continue the Contract under either the One Year Rule or the Five Year Rule, the Beneficiary must affirmatively elect the “NQ Beneficiary Continuation Option” discussed below.

If the Beneficiary neither (i) elects an annuity option as described in item 4 of this Endorsement or (ii) affirmatively elects the NQ Beneficiary Continuation Option discussed below, we will pay all amounts under the Contract no later than the fifth anniversary after your death.

(2) Single Owner Contract - Spousal Continuation

When the Owner dies, a Death Benefit is payable. If you are married at the time of your death and the only person named as your primary Beneficiary under Section 6.01 is your surviving spouse and your surviving spouse elects Spousal Continuation under your Contract, then no Death Benefit would be distributed under the Contract until after your surviving spouse’s death. To elect Spousal Continuation your surviving spouse must be age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse’s election of Spousal Continuation, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

If you were also the Annuitant or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, your surviving spouse becomes the Owner and single Annuitant. If you were not the Annuitant or Joint Annuitant, if applicable, under the Contract, the individuals named as such will continue in such capacity under the Contract and your surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named, unless your spouse elects to become the Annuitant under the Contract at the time Spousal Continuation is elected. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant, unless your spouse

elects to become sole Annuitant under the Contract at the time Spousal Continuation is elected.

[The effect of death on any optional rider for a single owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

(3) Joint Owner Contract - Spousal Continuation

Upon the death of the first of the Joint Owners who are spouses, the following Death Benefit and Spousal Continuation terms apply. Under Contracts owned by a Non-Natural Owner, upon the death of the first of the Joint Annuitants, reference below to “Joint Owner” is replaced with reference to “Joint Annuitant” and reference to “Owner” is replaced with “Annuitant.” Furthermore, the third paragraph of subsection (A) and the second paragraph of subsection (B) do not apply.

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving spouse may elect to become the sole Owner under the Contract. Such election shall be made no later than the Payment Transaction Date.

Upon the younger surviving spouse’s election of Spousal Continuation, no Death Benefit is distributed under the Contract. The Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. If the Annuity Account Value is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

If the deceased spouse was also the Annuitant, or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the younger surviving spouse becomes the Owner and single Annuitant. If neither Owner is the Annuitant, or Joint Annuitant, if applicable, then the individuals named as such will continue in such capacity and the surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named unless your spouse elects to become the Annuitant under the Contract at the time Spousal Continuation is elected. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant, unless your spouse elects to become sole Annuitant under the Contract at the time Spousal Continuation is elected.

[The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

- (B) If the first Joint Owner to die is the younger Joint Owner, the surviving spouse continues the Contract as the sole Owner and no Death Benefit is payable.

If the deceased spouse was also the sole Annuitant, or the surviving spouse was a Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the surviving spouse becomes the Owner and sole Annuitant. If neither Owner is the Annuitant, then the Annuitant will continue in such capacity and the surviving spouse becomes the sole Annuitant at the death of the originally named single Annuitant unless your spouse elects to become the Annuitant under the Contract at the time Spousal Continuation is elected. Under a Contract where Joint Annuitants are named, the surviving spouse becomes the sole Annuitant upon the death of both the Annuitant and Joint Annuitant, unless your spouse elects to become sole Annuitant under the Contract at the time Spousal Continuation is elected.

(4) *Joint Owner Contract - Non-Spousal Contract Continuation*

Upon the death of the first of the Joint Owners who are not spouses at the time of the first death, the following Death Benefit Contract Continuation terms apply.

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable. If neither a single sum nor an Annuity Benefit is elected, the surviving Owner may alternatively elect to become the sole Owner under the Contract and elect either the One Year Rule or Five Year Rule of the NQ Beneficiary Continuation Option described below.

The same rules apply as described above in subsection (1) “Single Owner Contract with a Non-Spousal Beneficiary(ies).”

If the first Joint Owner to die is the younger Joint Owner, then no Death Benefit is payable. If the Cash Value is not paid in the form of an Annuity Benefit and the surviving Owner continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the surviving Owner must elect the “NQ Beneficiary Continuation Option” discussed below. In order to continue the Contract under the Five Year Rule, the

Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of the younger Owner's death as described in the next paragraph. If the surviving Owner does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed no later than the fifth anniversary after the younger Owner's death, subject to our receipt of the Beneficiary Requirements.

If the surviving Owner elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, there is no Annuity Account Value Reset. No additional Contributions are permitted under the Contract. Any optional Guaranteed Minimum Death Benefit elected, along with any applicable charges, remains in effect. The Guaranteed Minimum Death Benefit becomes payable if the older Joint Owner dies within the period defined in the Five Year Rule.

[The effect of death on any optional rider for a Joint Owner Contract with Contract Continuation is shown in "Effect of Death on any Applicable Optional Rider", Attachment A, to this Endorsement.]

- (5) If a named Beneficiary who is an individual elects to become a "Continuation Beneficiary", the terms of the "NQ Beneficiary Continuation Option", where the Owner, Joint Owner, Annuitant, or Joint Annuitant, whichever is applicable based on ownership, as shown in the Data Pages, dies before the Maturity Date, are as follows:

"NQ Beneficiary Continuation Option"

- (i) A Beneficiary who is a non-natural entity is not eligible to elect to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option.
- (ii) The Continuation Beneficiary will automatically become the successor Owner with respect to that individual's portion of the interest in the Contract.
- (iii) We must receive an eligible individual's election to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option at our Processing Office within [nine (9) months] after your death and before the individual's share of the Death Benefit or interest in the Contract, as applicable, is paid out in any manner inconsistent with that individual's election to continue the Contract under the NQ Beneficiary Continuation Option.

- (iv) If a Death Benefit is payable and the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date, we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit rider), and the Continuation Beneficiary's share of the interest in the Contract will be determined after any such reset.
- (v) The Continuation Beneficiary cannot make any additional Contributions to the Contract.
- (vi) The Continuation Beneficiary may transfer amounts among the Variable Investment Options with respect to the Continuation Beneficiary's share of the interest in the Contract.
- (vii) The Continuation Beneficiary may not assign his/her share of the interest in the Contract.
- (viii) Distributions to the Continuation Beneficiary will be made in accordance with the Continuation Beneficiary's election.

If the Continuation Beneficiary elects to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule as described in item 4 of this Endorsement, payments will be made at least annually from his/her share of the interest in the Contract over a period not extending beyond the life expectancy of the Continuation Beneficiary. The first such payment must be no later than one (1) year after the date of your death.

The Continuation Beneficiary may alternatively elect to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule described in item 4 of this Endorsement.

- (ix) Withdrawal Rights.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time, with any amount of his/her share of the interest in the Contract remaining to be paid fully on the fifth anniversary of your death.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the

One Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time. Payments will continue to be made to the Continuation Beneficiary as described in accordance with the One Year Rule, from his/her share of the interest in the Contract, as reduced by the withdrawal.

- (x) Death of the Continuation Beneficiary. Upon the Continuation Beneficiary's death, we will make a single sum payment of any of his/her remaining share of the interest in the Contract to the person designated by the deceased Continuation Beneficiary to receive any such payment, unless the person designated by the deceased Continuation Beneficiary is eligible to, and elects to, continue the payment method originally elected by the Continuation Beneficiary over any remaining life expectancy period of the Continuation Beneficiary.

5. *The following is added to SECTION 6.03 MANNER OF PAYMENT:*

A Beneficiary may elect to apply a Death Benefit to an Annuity Benefit as described in Part VII of the Contract. Any Death Benefit applied as an Annuity Benefit in Part VII will be paid out over the life of the Beneficiary or for a period not exceeding the Beneficiary's life expectancy (such payments must begin in accordance with the "One Year Rule" described above, and any Death Benefit that is not applied as an Annuity Benefit in Part VII will be paid out in accordance with the "Five Year Rule" described above.

6. *The following is added to PART VII – ANNUITY BENEFITS:*

The following is added at the end of SECTION 7.02 – MATURITY DATE

At any time before the Maturity Date, you may request withdrawal of a portion of your Annuity Account Value for application to an Annuity Benefit provided that:

- (i) Your withdrawal would not cause termination of your Contract as described in Section 5.02.
- (ii) The form and amount of the Annuity Benefit purchased by your withdrawal will be as set forth in, and subject to the terms and conditions of, this Part VII.
- (iii) For purposes of any optional benefit rider, the amount you withdraw will have the same effect on the rider's benefit as a withdrawal pursuant to Section 5.01. Therefore, your withdrawal under this Section 7.02 will reduce any guaranteed benefit and the amount withdrawn may be an "excess withdrawal" as described in such rider.

- (iv) if you elect a Period Certain Annuity Benefit, the Period Certain must be at least ten years in duration.

Your request for such a withdrawal does not change the Maturity Date under your Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 4 of this Endorsement)

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract with non-spousal Beneficiary(ies):

Reference in this Attachment A to the “Five Year Rule” applies to the Five Year Rule as described in Part 4 of this Endorsement under “OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE – Overview,” and not the Five Year Rule as described under item 5 of this Endorsement (“NQ Beneficiary Continuation Option”) in subsection (viii).

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]
[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

Upon the death of the Owner, if the Contract is continued under the Five Year Rule described in Item 4, GMIB and any applicable charge end. If your Rider has converted to a Guaranteed Withdrawal Benefit for Life Rider, the provisions applicable to Payment Upon Death under the Rider are fully described therein.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider]

Upon the death of the Owner, if the Contract is continued under the Five Year Rule described in Item 4, the Earnings Enhancement Benefit amount is added to the Annuity Account Value. Thereafter, the benefit and any applicable charge end.]

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner's death, the optional GMDB as of the date of the Owner's death is frozen and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse's age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider]

The Earnings Enhancement Benefit Death Benefit Increment accrued as of the date we receive due proof of the original Owner's death will be added to the Annuity Account Value (in addition to any amount of accrued GMDB that is added). If the surviving spouse is age [76] or older on the date of the Owner's death, the benefit does not remain in effect and the Earnings Enhancement Benefit Death Benefit charge no longer applies. If the Death Benefit is payable under the Contract, the Earnings Enhancement Benefit Death Benefit will also be paid in accordance with its terms. If the surviving spouse elects to continue the Contract and become the sole Owner and is age [75] or younger on the date of the original Owner's death, then the Earnings Enhancement Benefit Death Benefit rider will remain in effect in accordance with its terms and the following:

The surviving spouse's age at the Owner's date of death will determine the Earnings Enhancement Benefit Death Benefit Increment applicable upon the surviving spouse's death. The Earnings Enhancement Benefit Death Benefit Increment is then frozen on the Contract Date Anniversary following the surviving spouse's [85]th birthday.

If the Earnings Enhancement Benefit Death Benefit Increment had been frozen because the Owner had attained age [85], we will restore the benefit if the surviving spouse is age [75] or younger as of the date of the Owner's death.

The total amount of the new Annuity Account Value, including any amounts added because of the GMDB and the Earnings Enhancement Benefit Death Benefit Increment will be the new Earnings Enhancement Benefit Contributions under the Earnings Enhancement Benefit Death Benefit Rider for purposes of the Earnings Enhancement Benefit Death Benefit Increment payable upon the surviving spouse's death.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

The GMIB features on the Contract Date are based on the Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, and is age [84] or younger at the time the Owner died, the GMIB crediting continues until the Contract Date Anniversary following the surviving spouse’s [85]th birthday unless the benefit cannot be continued as described below. If GMIB crediting had stopped due to the Owner having attained age [85], and the rider has been terminated, we do not reinstate GMIB crediting for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse’s age at the Owner’s date of death and (ii) the original Contract Date. If the Owner dies and the surviving spouse is age [85] or older or will be over age [85] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.

If your Rider has converted to a Guaranteed Withdrawal Benefit for Life Rider, the provisions applicable to Payment Upon Death under the Rider are fully described therein.

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Joint Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner, and the older Joint Owner was age [84] or younger at death, a GMDB that by its terms accumulates to the older Joint Owner’s age [85] will instead accumulate to the Contract Date Anniversary following the [85]th birthday of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner and the older Joint Owner was [85] or older at death, we will reinstate the GMDB elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the older Joint Owner’s death, the value of the optional GMDB elected by the Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider]

The Earnings Enhancement Benefit Death Benefit Increment accrued as of the date we receive due proof of the older Joint Owner's death will be added to the Annuity Account Value (in addition to any amount of accrued GMDB that is added). If the surviving Joint Owner is age [76] or older on the date of the older Joint Owner's death, the benefit does not remain in effect and the Earnings Enhancement Benefit Death Benefit charge no longer applies. If the Death Benefit is payable under the Contract, the Earnings Enhancement Benefit Death Benefit will also be paid in accordance with its terms. If the surviving spouse elects to continue the Contract and become the sole Owner and is age [75] or younger on the date of the older Joint Owner's death, then the Earnings Enhancement Benefit Death Benefit rider will remain in effect in accordance with its terms and the following:

The surviving spouse's age at the older Joint Owner's date of death will determine the Earnings Enhancement Benefit Death Benefit Increment applicable upon the surviving spouse's death. The Earnings Enhancement Benefit Death Benefit Increment is then frozen on the Contract Date Anniversary following the surviving spouse's [85]th birthday.

If the Earnings Enhancement Benefit Death Benefit Increment had been frozen because the older Joint Owner had attained age [85], we will restore the benefit if the surviving spouse is age [75] or younger as of the date of the older Joint Owner's death.

The total amount of the new Annuity Account Value, including any amounts added because of the GMDB and the Earnings Enhancement Benefit Death Benefit Increment will be the new Earnings Enhancement Benefit Contributions under the Earnings Enhancement Benefit Death Benefit Rider for purposes of the Earnings Enhancement Benefit Death Benefit Increment payable upon the surviving spouse's death.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit ("GMIB") Rider]

The GMIB features on the Contract Date are based on the older Joint Owner's age. If the older Joint Owner dies and the surviving Joint Owner elects to become sole Owner in accordance with the provisions of this benefit, and is age [84] or younger at the time the older Joint Owner died, the GMIB crediting continues until the Contract Date Anniversary following the surviving spouse's [85]th birthday unless the benefit cannot be continued as described below. If GMIB crediting had stopped due to the older Joint Owner having attained age [85], we do not reinstate GMIB crediting for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse's age at the older Joint Owner's date of death and (ii) the original Contract Date. If the older Joint Owner dies and the surviving spouse is age [85] or older or will be over age [85] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.

If your Rider has converted to a Guaranteed Withdrawal Benefit for Life Rider, the provisions applicable to Payment Upon Death under the Rider are fully described therein.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Non-spousal Joint Owner Contracts:

Reference in this Attachment A to the "Five Year Rule" applies to the Five Year Rule as described in Part 4 of this Endorsement under "OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE – Overview," and not the Five Year Rule as described under item 5 of this Endorsement ("NQ Beneficiary Continuation Option") in subsection (viii).

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit ("GMIB") Rider]

Upon the death of the older Joint Owner, if the Contract is continued under the Five Year Rule described in Item 4, GMIB and any applicable charge end.

Upon the death of the younger Joint Owner, if the Contract is continued under the Five Year Rule, if the earliest GMIB Exercise Date, described in the GMIB Rider, is after the end of the period described in the Five Year Rule, the GMIB and any applicable charge end.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider]

Upon the death of the older Joint Owner, if the Contract is continued under the Five Year Rule described in Item 4 of this Endorsement, the Earnings Enhancement Benefit amount is added to the Annuity Account Value. Thereafter, the benefit and any applicable charge end.

Upon the death of the younger Joint Owner, if the Contract is continued under the Five Year Rule, the Earnings Enhancement Benefit remains in effect with and any applicable charge. The Earnings Enhancement Benefit becomes payable to the Beneficiary if the older Joint Owner dies during the period described in the Five Year Rule in Item 4 of this Endorsement.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO QUALIFIED DEFINED BENEFIT PLANS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a “Qualified Plan Contract” to a trust under a defined benefit plan which meets the requirements of Section 401(a) of the Code.

The Effective Date of this Endorsement is your Contract Date.

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

The Annuitant must be a participant under the Plan.

SECTION 1.12 EMPLOYER

The existing Section is replaced with the following:

“Employer” means an Employer that has adopted a Plan.

SECTION 1.16 NON-NATURAL OWNER

The last sentence of the existing Section is replaced with the following:

Ownership of the Contract cannot be changed to an individual; the Contract can be owned only by a Non-Natural Owner which is a trust for a plan qualified under Section 401(a) of the Code.

SECTION 1.17 OWNER

The existing Section is replaced with the following:

“Owner” means the trust for the Plan named in the Data pages. Individual Owners are not permitted.

SECTION 1.18 PLAN

The existing Section is replaced with the following:

“Plan” means a defined benefit plan that is established, maintained and qualified under Section 401(a) of the Code. The Plan is named in the Data pages.

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The following is added at the end of the existing Section:

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

This Qualified Plan Contract accepts only transfer contributions from other assets or investments under the existing defined benefit qualified Plan trust. The amount to be transferred is to be determined by the Plan’s actuary in accordance with the Plan. Checks written on accounts held in the name of the Employer instead of the Plan or the trust will not be accepted. We do not accept contributions from the employee participant or contributions directly from the Employer.

PART V - WITHDRAWALS AND TERMINATION

SECTION 5.02 CONTRACT TERMINATION

The following is added at the end of the existing Section:

- (d) The Owner directs us to pay out the Cash Value under this Contract.
- (e) The Plan ceases to be a Qualified Plan.

SECTION 5.03 LOANS

The following new Section is added at the end of Part V:

Loans are not available under this Qualified Plan Contract.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The existing Section is replaced with the following:

The Owner of this Contract must be the Beneficiary who is to receive any death benefit ("Death Benefit") payable because of your death. No other Beneficiary may be named while the Annuitant is alive. After the death of the Annuitant but before the Death Benefit is paid, the Owner may instruct us in writing in a form we accept to make the Death Benefit payable to the Annuitant's beneficiary under the Plan.

Because the Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant. For purposes of this Section, "you" or "your" refer to the Annuitant when describing the Death Benefit under a Non-Natural Owner Contract.

PART IX - GENERAL PROVISIONS

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced with the following:

The Ownership of this Contract cannot be changed, except in the case of a transfer to a Non-Natural Owner which is a successor trust for a defined benefit plan qualified under Section 401(a) of the Code. Upon such change of Ownership, the benefits under this Contract continue to be based on the life of the original Owner.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced with the following:

This Contract and any amounts payable pursuant to this Contract may not be sold, assigned, pledged, transferred, discounted, commuted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation, except as permitted under applicable law. This restriction does not apply to actions required by a qualified domestic relations order as defined in Section 414(p) of the Code.

SECTION 9.11 OWNER'S RESPONSIBILITY

The following new Section is added at the end of Part IX:

We will not make any payment under this Contract without instructions from the Owner in a form we accept and we will be fully discharged from any liability with respect thereto to the extent such payments are made pursuant to such instructions.

Further, it is the Owner's responsibility to determine that any payments under the Contract, including but not limited to the Annuity Benefit form elected and the payment intervals, are permitted under the terms of the Plan, the Employee Retirement Income Security Act 1974, the Code and any other applicable laws, rules and regulations.

SECTION 9.12 PLAN QUALIFICATION

The following new Section is added at the end of Part IX:

A "Qualified Plan" is a plan that meets the requirements for qualification under Section 401(a) of the Code, and is a defined benefit plan. The Owner is to provide evidence satisfactory to us that the Plan meets the requirements of Section 401(a) and is a Qualified Plan. If at any time the Plan is no longer a Qualified Plan, the Owner is to give us prompt written notice thereof.

If the Owner gives notice that the Plan is no longer a Qualified Plan, then upon at least thirty days advance written notice to the Owner, we will terminate the Contract under Part V and pay the Cash Value to the Owner.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO QUALIFIED DEFINED CONTRIBUTION PLANS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a “Qualified Plan Contract” to a trust under a defined contribution plan which meets the requirements of Section 401(a) of the Code.

The Effective Date of this Endorsement is your Contract Date.

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

The Annuitant must be a participant under the Plan.

SECTION 1.12 EMPLOYER

The existing Section is replaced with the following:

“Employer” means an Employer that has adopted a Plan.

SECTION 1.16 NON-NATURAL OWNER

The last sentence of the existing Section is replaced with the following:

Ownership of the Contract cannot be changed to an individual, except as provided in Section 5.03; the Contract can be owned only by a Non-Natural Owner which is a trust for a plan qualified under Section 401(a) of the Code.

SECTION 1.17 OWNER

The existing Section is replaced with the following:

“Owner” means the trust for the Plan named in the Data pages. Individual Owners are not permitted.

SECTION 1.18 PLAN

The existing Section is replaced with the following:

“Plan” means a defined contribution plan that is established, maintained and qualified under Section 401(a) of the Code. The Plan is named in the Data pages.

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The following is added at the end of the existing Section:

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

This Qualified Plan Contract accepts only transfer contributions from other assets or investments under the existing defined contribution qualified Plan trust. Checks written on accounts held in the name of the Employer instead of the Plan or the trust will not be accepted. We do not accept contributions from the employee participant or contributions directly from the Employer. If the Plan contains a cash or deferred arrangement qualified under Section 401(k) of the Code, no employee after-tax contributions are accepted, and no “designated Roth contribution account” is available under this Qualified Plan Contract.

PART V - WITHDRAWALS AND TERMINATION

SECTION 5.02 CONTRACT TERMINATION

The following paragraph is added at the end of the existing Section:

(d) The Owner directs us to pay out the Cash Value under this Contract.

(e) The Plan ceases to be a Qualified Plan.

SECTION 5.03 SPECIAL CHANGE OF OWNERSHIP RULES

The following new Section is added at the end of Part V:

If the Owner instructs us that a distribution of this Contract is being made to the Annuitant from the Plan, then the Contract will cease to be a Qualified Plan Contract and will be converted to an individual retirement annuity contract or another appropriate contract according to our rules in effect at the time. The converted Contract will have the same Contract Date as this Contract.

SECTION 5.04 LOANS

The following new Section is added at the end of Part V:

Loans are not available under this Qualified Plan Contract.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The existing Section is replaced with the following:

The Owner of this Contract must be the Beneficiary who is to receive any death benefit ("Death Benefit") payable because of your death. No other Beneficiary may be named while the Annuitant is alive. After the death of the Annuitant but before the Death Benefit is paid, the Owner may instruct us in writing in a form we accept to make the Death Benefit payable to the Annuitant's beneficiary under the Plan.

Because the Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant. For purposes of this Section, "you" or "your" refer to the Annuitant when describing the Death Benefit under a Non-Natural Owner Contract.

PART IX - GENERAL PROVISIONS

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced with the following:

The Ownership of this Contract cannot be changed, except as follows:

(a) Ownership of this Contract may be transferred to a Non-Natural Owner which is a successor trust for a defined contribution plan qualified under Section 401(a) of the Code; or (b) If this Contract is distributed to an individual as described in Section 5.03; this Contract must be changed to another type of contract which can be owned by an individual.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is deleted and replaced with the following:

This Contract and any amounts payable pursuant to this Contract may not be sold, assigned, pledged, transferred, discounted, commuted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation, except as permitted under applicable law. This restriction does not apply to actions required by a qualified domestic relations order as defined in Section 414(p) of the Code.

SECTION 9.11 OWNER'S RESPONSIBILITY

The following new Section is added at the end of Part IX:

We will not make any payment under this Contract without instructions from the Owner in a form we accept and we will be fully discharged from any liability with respect thereto to the extent such payments are made pursuant to such instructions.

The Owner is responsible for requesting any payments to meet required minimum distribution rules under Section 401(a)(9) of the Code.

SECTION 9.12 PLAN QUALIFICATION

The following new Section is added at the end of Part IX:

A "Qualified Plan" is a plan that meets the requirements for qualification under Section 401(a) of the Code, and is a defined contribution plan. The Owner is to provide evidence satisfactory to us that the Plan meets the requirements of Section 401(a) and is a Qualified Plan. If at any time the Plan is no longer a Qualified Plan, the Owner is to give us prompt written notice thereof.

If the Owner gives notice that the Plan is no longer a Qualified Plan, then upon at least thirty days advance written notice to the Owner, we will terminate the Contract under Part V and pay the Cash Value to the Owner.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

“GREATER OF” DEATH BENEFIT RIDER [I-Asset Allocation]

Greater of Annual Rollup to Age [85] GMDB or Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

This Rider's Guaranteed Minimum Death Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium fixed and variable deferred Annuity Contract as described below. The GMDB is derived from a Benefit Base as described in Section 1.02 of this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your Contract will cause an adjustment to your GMDB Benefit Base as described in Section 1.02A of this Rider.*

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section 1.05).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] Benefit Base. The operation of the Annual Rollup to Age [85] Benefit Base and the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described below.

Your Death Benefit amount under this Rider is determined by comparing the Annuity Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

1.01 Special Rules Applicable to your Rider when Ownership of the Contract is other than on an Individual Basis

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the

Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

1.02 Operation of the Guaranteed Minimum Death Benefit

1.02A Your GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section 1.04.

Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base (“Rollup Benefit Base”) and the Highest Anniversary Value to Age [85] Benefit Base (“HAV Benefit Base”). Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and HAV Benefit Base are each equal to your initial Contribution. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and HAV Benefit Base is more fully described below.

[The following text will appear when the Contract Owner elects the Series CP Contract with this Rider]

[Credits are not applied to your GMDB Benefit Base. However, credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base and your Rollup Benefit Base as a result of ratchets and resets, respectively. Therefore, credits can indirectly increase your GMDB Benefit Base.]

1.02(A)(1) Annual Rollup Rate

“Annual Rollup Rate” means the effective rate specified in the Data Pages. The rollup ends on the Contract Date Anniversary following your [85th] birthday. The Annual Rollup Rate applies for purposes of calculating your Rollup Benefit Base for the Contract Year that a withdrawal is made and for all subsequent Contract Years.

1.02(A)(2) Deferral Bonus Rollup Rate

A Deferral Bonus Rollup Rate is specified in the Data Pages and applies to your Rollup Benefit Base until a withdrawal is made from your Contract, or if earlier, the Contract Date Anniversary following your [85th] birthday. Once a withdrawal is made from your Contract, the Deferral Bonus Rollup Rate no longer applies for the Contract Year in which the withdrawal is made and all subsequent Contract Years.

1.02(A)(3) Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the Rollup Benefit Base on a Contract Date Anniversary is equal to the Rollup Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Annual Rollup Rate plus a prorated Annual Rollup Amount for any Contributions during the Contract Year. The prorated Annual Rollup Amount is equal to the full Annual Rollup Amount for the Contribution (that is, the amount resulting from application of the Annual Rollup Rate to the amount of your Contribution) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year.

If a Death Benefit becomes payable, the Annual Rollup Amount for that Contract Year will be prorated to the date of death.

1.02(A)(4) Deferral Bonus Rollup Amount

The "Deferral Bonus Rollup Amount" for purposes of adjusting the Rollup Benefit Base on a Contract Date Anniversary is equal to the Rollup Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Deferral Bonus Rollup Rate plus a prorated Deferral Bonus Rollup Amount for any Contributions during the Contract Year. The prorated Deferral Bonus Rollup Amount is equal to the full Deferral Bonus Rollup Amount for the Contribution (that is, the amount resulting from application of the Deferral Bonus Rollup Rate to the amount of your Contribution) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made from your Contract, no Deferral Bonus Rollup Amount adjustment is made to your Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

If a Death Benefit becomes payable, the Deferral Bonus Rollup Amount for that Contract Year will be prorated to the date of death.

1.02(A)(5) Annual Adjustment of the Rollup Benefit Base with the Annual Rollup Amount

If a withdrawal has ever been taken from your Contract, your Rollup Benefit Base is adjusted annually on each Contract Date Anniversary to equal:

- (i) the Rollup Benefit Base at the beginning of the Contract Year; plus
- (ii) Contributions during the Contract Year; minus
- (iii) any adjustments for Excess Withdrawals (defined below) made during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GMIB Annual Withdrawal Amount ("GMIB AWA"), minus
- (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) during the Contract Year to the extent such withdrawals exceed your GMIB AWA]; plus
- (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GMIB AWA as described in the GMIB Rider.

The Benefit Base Rollup ends on the Contract Date Anniversary following your [85th] birthday.

"Excess Withdrawal" means any withdrawal or portion of a withdrawal during a Contract Year that, together with all other amounts withdrawn during that year, causes the total of such withdrawals to exceed the GMIB AWA. *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).*

1.02(A)(6) Annual Adjustment of the Rollup Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract, instead of the adjustment described above, your Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions during the Contract Year, plus
- (iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your Rollup Benefit Base will be done according to the provision above entitled “Annual Adjustment of the Rollup Benefit Base with the Annual Rollup Amount.”

1.02(A)(7) Optional Reset of Rollup Benefit Base

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Rollup Benefit Base again until the [first] or later Contract Date Anniversary following the reset. A Reset is not permitted after the Contract Date Anniversary following your [85th] birthday.

If you reset your Rollup Benefit Base under this GMDB Rider, you must also reset your Rollup Benefit Base under your GMIB Rider.

1.02(B) HAV Benefit Base

For the HAV Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if your Annuity Account Value is greater than the current HAV Benefit Base, the HAV Benefit Base is increased to equal your Annuity Account Value.

1.03 Effect of Withdrawals on your GMDB Benefit Bases

The Rollup Benefit Base and the HAV Benefit Base will each be reduced by withdrawals from the Contract. The reduction is determined separately for each Benefit Base.

1.03(A) Rollup Benefit Base

The Rollup Benefit Base will be reduced as follows. [Prior to completion of your [first] Contract Year, your Rollup Benefit Base will be reduced pro-rata by all withdrawals.]

[Thereafter,] withdrawal of the amount described below will reduce the Annual Rollup Amount that otherwise would be credited to your Rollup Benefit Base on the Contract Date Anniversary but does not reduce the Rollup Benefit Base.

For each Contract Year, you may take one or more withdrawals that total no more than an amount equal to:

- (a) your GMIB Rollup Benefit Base at the beginning of the Contract Year; [minus
- (b) any Contributions during the [four] prior Contract Years;] multiplied by
- (c) the GMIB Annual Rollup Rate.

The portion of any withdrawal in excess of the amounts described above will reduce the Rollup Benefit Base on a pro-rata basis as of the Transaction Date of the withdrawal.

[The portion of any withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code that exceed the GMIB AWA for a Contract Year will reduce your Rollup Benefit Base on a dollar for dollar basis (“RMD Withdrawal”). The dollar for dollar withdrawal treatment of such withdrawals will be available [immediately].]

For the Rollup Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal that exceeds the amount described above by your Annuity Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Rollup Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your Rollup Benefit Base by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

1.03(B) HAV Benefit Base

[The HAV Benefit Base will be reduced pro-rata by all withdrawals [in the first Contract Year]. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal by your Annuity Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your HAV Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction.] [Beginning [in the second Contract Year], withdrawals during a Contract Year that do not exceed the GMIB AWA for that Contract Year reduce your HAV Benefit Base on a dollar for dollar basis. Amounts withdrawn in excess of the GMIB AWA will reduce your HAV Benefit Base on a pro-rata basis. We will make this reduction as of the Transaction Date of each withdrawal.]

[Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code that exceed the GMIB AWA for a Contract Year will reduce your HAV Benefit Base on a dollar for dollar basis ("RMD Withdrawal"). The dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]]

1.04 The Cost of This Rider

[IF GMIB I is elected]

[The current charge for this benefit is [0.90%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.05%] of the Rider's Benefit Base.]

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section 1.05 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

1.05 Termination Provision of This Rider

Upon the occurrence of any of the following, this Rider and any charge associated herewith will terminate:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract, or

- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or
- (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or
- (viii) your GMIB Rider terminates, or
- (ix) the Annuity Account Value under this Rider falls to zero.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

1.06 Effect of the GMIB Rider's Termination on This Rider

Upon termination of your GMIB Rider prior to the Last GMIB Exercise Date, this "Greater of" GMDB Rider will automatically terminate. Your GMDB under the Contract will then be re-characterized as a "Return of Principal" GMDB as described in Section 6.02 of the Contract, as if that death benefit was applicable with this Contract as of the Contract Date.

Provided that your GMIB Rider has not converted to a GWBL Rider, upon termination of your GMIB Rider on the Last GMIB Exercise Date, or [30 days thereafter], your GMDB Benefit Bases will each be reduced by withdrawals on a dollar for dollar basis. However, the portion of any withdrawal that exceeds [5%] of the Rollup Benefit Base at the beginning of a Contract Year, and any subsequent withdrawals in that Contract Year, will cause a pro-rata reduction of the respective Benefit Bases.

If your GMIB Rider converts to a GWBL Rider, your GMDB as of the GWBL Conversion Effective Date continues to be applicable, however, any withdrawal (including RMD withdrawals) on or after the GWBL Conversion Effective Date reduces your respective GMDB Benefit Bases on a pro-rata basis.

1.07 Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider. Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium fixed and variable deferred Annuity Contract as described below.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

*The GMDB is derived from a Benefit Base as described below. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals under the Contract will cause an adjustment to your GMDB Benefit Base as described in Section III. of this Rider.*

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section V.).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

Your Death Benefit amount under this Rider is determined by comparing the Annuity Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section IV.

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution.

On each Contract Date Anniversary through the Contract Date Anniversary following the Owner's [85th] birthday, if the Annuity Account Value is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the Annuity Account Value. The HAV Benefit Base is also adjusted for any withdrawals as described under "Effects of Withdrawals" below.

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Owner's age [85] will instead accumulate to Age [85] of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Owner's age [85] will instead accumulate to Age [85] of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to Age [85] of the older Joint Annuitant.

[The following text applies to Series CP only]

[Credits are not applied to your GMDB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base as a result of ratchets. Therefore, Credits can indirectly increase your GMDB Benefit Base.]

III. Effect of Withdrawals on your HAV Benefit Base

The HAV Benefit Base will be reduced pro-rata by withdrawals.

A pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal by your Annuity Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your HAV Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

IV. The Cost of This Rider

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

V. Termination Provision of This Rider

This Rider will automatically terminate if:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract, or
- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or

- (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or
- (viii) your GMIB Rider terminates, or
- (ix) the Annuity Account Value under this Rider falls to zero.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

Upon the termination of this Rider, the charge for the Benefit, as shown in Section IV. of this Rider, ends.

VI. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[]



Mark Pearson,
Chairman of the Board and Chief Executive Officer]



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider. Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium fixed and variable deferred Annuity Contract as described below.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

*The guaranteed minimum death benefit is derived from a Benefit Base as described below. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals under the Contract will cause an adjustment to your GMDB Benefit Base as described in Section III. of this Rider.*

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section V.).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

Your Death Benefit amount under this Rider is determined by comparing the Annuity Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section IV.

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution.

On each Contract Date Anniversary through the Contract Date Anniversary following the Owner's [85th] birthday, if the Annuity Account Value is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the Annuity Account Value. The HAV Benefit Base is also adjusted for any withdrawals as described under "Effects of Withdrawals" below.

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Owner's age [85] will instead accumulate to Age [85] of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Owner's age [85] will instead accumulate to Age [85] of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to Age [85] of the older Joint Annuitant.

[The following text applies to Series CP only]

[Credits are not applied to your GMDB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base as a result of ratchets. Therefore, Credits can indirectly increase your GMDB Benefit Base.]

III. Effect of Withdrawals on your Highest Anniversary Value Benefit Base

The HAV Benefit Base will be reduced by withdrawals. [During each Contract Year, prior to completion of [one] [Contract Year[s], your HAV GMDB will be reduced on a pro-rata basis.]

[After completion of your [first] [Contract Year]], your HAV Benefit Base will be reduced on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year does not exceed your Guaranteed Minimum Income Benefit ("GMIB") Annual Withdrawal Amount ("AWA"), as described in your GMIB Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your GMIB AWA the portion of that withdrawal that exceeds your GMIB AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the Contract Date Anniversary following your [85th] birthday (Last GMIB Exercise Date), your HAV Benefit Base will be reduced by all withdrawals including RMD withdrawals on a pro-rata basis, beginning on the transaction date of the GMIB Rider termination.

Provided that your GMIB Rider has not converted to a GWBL Rider, upon termination of your GMIB Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV Benefit Base will be reduced by withdrawals on a dollar for dollar basis. However, the portion of any withdrawal that exceeds [5%] of the HAV Benefit Base at the beginning of a Contract Year, and any subsequent withdrawals in that Contract Year, will cause a pro-rata reduction of the HAV Benefit Base.

[The following sentence describing required minimum distribution treatment is alternate text and will appear if applicable.] [Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce the HAV Benefit Base on a dollar for dollar basis.]

If your GMIB Rider converts to a GWBL Rider, your GMDB as of the GWBL Conversion Effective Date continues to be applicable, however, any withdrawal (including RMD withdrawals) on or after the GWBL Conversion Effective Date reduces your GMDB on a pro-rata basis.

A pro-rata reduction of the HAV Benefit Base is determined as follows:

- 1) Divide the amount of the withdrawal that exceeds the amount described above by your Annuity Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your HAV Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your HAV Benefit Base by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

IV. The Cost of This Rider

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

V. Termination Provision of This Rider

This Rider will automatically terminate if:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract, or
- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or
- (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or
- (viii) your GMIB Rider terminates, or
- (ix) the Annuity Account Value under this Rider falls to zero.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

- 1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
- 2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

Upon the termination of this Rider, the charge for the Benefit, as shown in Section IV. of this Rider, ends.

VI. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

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Mark Pearson,
Chairman of the Board and Chief Executive Officer]



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

[EARNINGS ENHANCEMENT BENEFIT] OPTIONAL DEATH BENEFIT RIDER

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider. Subject to the terms and conditions of this Rider, you will receive an [Earnings Enhancement Benefit] Death Benefit Increment with this flexible premium fixed and variable deferred Annuity Contract as described below.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Benefit

The Death Benefit payable when the [Earnings Enhancement Benefit] is included in your Contract is equal to your Death Benefit, payable as described in (i) the "Payment Upon Death" Section of the Contract and any applicable Endorsement, or (ii) an optional Death Benefit Rider, if elected. Your Death Benefit is then increased by the [Earnings Enhancement Benefit] Death Benefit Increment described below.

The [Earnings Enhancement Benefit] Death Benefit Increment is equal to:

[40% (for Owner's issue ages up to age 70) or
25% (for Owner's issue ages 71 through 75)]

of your Death Benefit as described in the Death Benefit section less your [Earnings Enhancement Benefit] Contributions.

The value of the [Earnings Enhancement Benefit] Death Benefit is frozen on the first Contract Date Anniversary after the Owner turns age [85], except that the benefit will be reduced for subsequent withdrawals on a pro rata basis.

For purposes of this section, "Owner" refers to the older Joint Owner for Contracts with Joint Owners and to the Annuitant for Contracts with Non-natural Owners.

II. Definitions

[Earnings Enhancement Benefit] Contributions are the sum of all Contributions you have made, adjusted for each withdrawal that exceeds your [Earnings Enhancement Benefit] Earnings as defined below. Your [Earnings Enhancement Benefit] Contributions will be reduced by the amount of that excess. We make this calculation as of the Transaction Date of each withdrawal.

[Earnings Enhancement Benefit] Earnings, as of the date of each withdrawal, are equal to (a) minus (b), where:

- a) is the greater of the Annuity Account Value and the Death Benefit immediately prior to the withdrawal, and
- b) is [Earnings Enhancement Benefit] Contributions as adjusted by any prior withdrawals.

III. The Cost of This Rider

The charge for this benefit is [0.35%] of the Annuity Account Value. This charge is based on the Annuity Account Value on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section IV. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

IV. Termination Provision of This Rider

This Rider will automatically terminate if:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract, or
- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or
- (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

Upon the termination of this Rider, the charge for the Benefit, as shown in Section III. of this Rider, ends.

V. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin
Vice President, Secretary and Associate
General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

**GUARANTEED MINIMUM INCOME BENEFIT RIDER [I – Asset Allocation]
with Guaranteed Withdrawal Benefit for Life Conversion Benefit**

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider. Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Income Benefit (GMIB) with this flexible premium fixed and variable deferred Annuity Contract as described below.

The Effective Date of this Rider is your Contract Date.

This Rider's Guaranteed Benefit

The purpose of the GMIB provided under this Rider is to provide security through a stream of lifetime periodic payments to you. This Rider will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Owner meets the qualifications specified in the Termination Provision of this Rider (Section 2.09A). This Rider converts to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider under certain conditions as described in Section 1.05. Terms and Conditions of GMIB and GWBL are described in Parts I and II of this Rider, respectively.

*The guaranteed lifetime income benefit amount is derived from a benefit base as described in Section 1.02C of this Rider. **The GMIB Benefit Base is used solely to calculate the GMIB described in this Rider, and its charge, and does not provide a Cash Value or any minimum account value or any death benefit and cannot be withdrawn.***

Withdrawals under the Contract will cause an adjustment to your GMIB Benefit Base as described in Section 1.02C of this Rider. The adjustment may be greater than the amount withdrawn. [The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within [30] days following the last GMIB Exercise Date, withdrawal charges are not applicable.]

***Your last GMIB Exercise Date is the Contract Date Anniversary following your [85th] birthday.** You have several options on how you may proceed with this Rider on that date as described in Section 1.05. You will have [30 days] from the Last GMIB Exercise Date to make such an election. Unless you elect otherwise, on this date, this Rider will automatically convert to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider.*

[The terms and conditions of a spouse's right to continue this Contract upon the death of the Owner of this Contract ("Spousal Continuation") are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

RIDER PART I –GMIB Rider

1.01 Guaranteed Minimum Income Benefit

Subject to the terms and conditions of this Rider, you will receive the Guaranteed Minimum Income Benefit (GMIB) as described below. The GMIB is derived from a benefit base as described in Section 1.02(A) of this Rider. The GMIB Benefit Base is used to calculate the GMIB described in this GMIB Rider.

On the Transaction Date on which you exercise GMIB, the annual lifetime income that will be provided under the fixed payout option selected will be the greater of (i) the GMIB, and (ii) the amount of income that would be provided by application of the Annuity Account Value as of the Transaction Date to our then current annuity purchase factors for the same payout option. The GMIB Benefit Base, as defined below, is applied to the guaranteed annuity purchase factors shown in Attachment A of this Rider to determine the GMIB.

Upon GMIB exercise, you may elect either (i) or (ii):

- (i) our Life Annuity payout option or,
- (ii) our Life Annuity with a Period Certain payout option.

Other annuity payout options may be available at the time of exercise.

Special Rules Applicable under Joint Owner and Non-Natural Owner Contracts

For Contracts with Non-Natural Owners, lifetime income is guaranteed for the life of the Annuitant. A GMIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will accumulate to the Contract Date Anniversary following the Annuitant's [85th] birthday. Reference to Owner in this Rider would apply to the Annuitant for purposes of determining GMIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will be limited to the Contract Date Anniversary following the Annuitant's [85th] birthday. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMIB will accumulate to the Contract Date Anniversary following the older Joint Annuitant's [85th] birthday. Reference to Owner in this Rider would apply to the older Joint Annuitant for purposes of determining GMIB Payments. Also, any reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

For Contracts with Joint Owners, lifetime income is guaranteed for the life of the older Joint Owner. A GMIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Reference to Owner in this Rider would apply to the older Joint Owner for purposes of determining GMIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

1.02 Operation of the Guaranteed Minimum Income Benefit

1.02(A) GMIB Benefit Base

Your GMIB Benefit Base is used to determine (i) your GMIB as described above and (ii) the cost of this Rider as described in Section 3.02. Your GMIB Benefit Base is increased by Contributions as described in Part III of your Contract ("Contributions and Allocations").

Your GMIB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base ("Rollup Benefit Base") and the Highest Anniversary Value to Age [85] Benefit Base ("HAV Benefit Base"). Your initial Rollup and HAV Benefit Bases are each equal to your initial Contribution. Thereafter, each component

of the GMIB Benefit Base will increase by the dollar amount of any subsequent Contribution and each Benefit Base is adjusted for withdrawals as described below. The way we calculate your Rollup Benefit Base and HAV Benefit Base is more fully described below.

[The following text applies to Series CP only]

[Credits are not applied to your GMIB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base and your Rollup Benefit Base as a result of HAV Benefit Base resets and Rollup Benefit Base resets, respectively. Therefore, Credits can indirectly increase your GMIB Benefit Base.]

1.02 (A)(1) GMIB Rollup Benefit Base

1.02(A)(1)(A) Annual Rollup Rate

The Annual Rollup Rate means the effective annual rate specified in the Data Pages. The rollup ends on the Contract Date Anniversary following your [85th] birthday. The Annual Rollup Rate is used to calculate (i) your GMIB Annual Withdrawal Amount and (ii) unless the Deferral Bonus Rollup Rate described below applies, your GMIB Annual Rollup Amount. The Annual Rollup Rate applies for purposes of calculating your Rollup Benefit Base in the Contract Year that a withdrawal is made and in all subsequent Contract Years.

1.02(A)(1)(B) GMIB Annual Withdrawal Amount (“AWA”)

The GMIB AWA for each Contract Year is equal to (i) the Rollup Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate. There is no GMIB Annual Withdrawal Amount before the [first] Contract Date Anniversary.

1.02(A)(1)(C) Deferral Bonus Rollup Rate

The Deferral Bonus Rollup Rate specified in the Data Pages is used to calculate amounts credited to your Rollup Benefit Base and applies to your Rollup Benefit Base until a withdrawal is made from your Contract. Once a withdrawal is made under your Contract, the Deferral Bonus Rollup Rate no longer applies for the Contract Year in which a withdrawal is made or for any subsequent Contract Years.

1.02(A)(1)(D) Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the Rollup Benefit Base on a Contract Date Anniversary is equal to the Rollup Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Annual Rollup Rate plus a prorated Annual Rollup Amount for any Contributions made during the Contract Year. The prorated Annual Rollup Amount is equal to the full Annual Rollup Amount for the Contribution (that is, the amount resulting from application of the Annual Rollup Rate to the amount of your Contribution) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year on the Transaction Date of the Contribution, and the denominator of which is 365, or 366 in a leap year.

1.02(A)(1)(E) Deferral Bonus Rollup Amount

The “Deferral Bonus Rollup Amount” for purposes of adjusting the Rollup Benefit Base on a Contract Date Anniversary is equal to the Rollup Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Deferral Bonus

Rollup Rate plus a prorated Deferral Bonus Rollup Amount for any Contributions made during the Contract Year. The prorated Deferral Bonus Rollup Amount is equal to the full Deferral Bonus Rollup Amount for the Contribution (that is, the amount resulting from application of the Deferral Bonus Rollup Rate to the amount of your Contribution) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year on the Transaction Date of the Contribution and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

1.02(A)(1)(F) Annual Adjustment of the Rollup Benefit Base with the Annual Rollup Amount

If a withdrawal has been made under your Contract, your Rollup Benefit Base is adjusted annually to equal:

- (i) the Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions during the Contract Year, minus
- (iii) any adjustments during the Contract Year for Excess Withdrawals (defined below) during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your AWA, minus
- (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) during the Contract Year to the extent such withdrawals exceed the AWA,] plus
- (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the AWA on each Contract Date Anniversary.

1.02(A)(1)(G) Annual Adjustment of the Rollup Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract, instead of the adjustment described above, your Rollup Benefit Base is adjusted to equal:

- (i) the Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions during the Contract Year, plus
- (iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary on each Contract Date Anniversary.

Once a withdrawal is made under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMIB Benefit Base will be made according to the provision above titled “Annual Adjustment of the GMIB Benefit Base with the Annual Rollup Amount.”

1.02(A)(1)(H) Adjustment of the Rollup Benefit Base for Withdrawals; Excess Withdrawals

Except as provided in the next two paragraphs, a withdrawal reduces the Rollup Benefit Base on a pro-rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your AWA by your Annuity Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Rollup Benefit Base

immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

Beginning [with the second Contract Year], withdrawals during a Contract Year do not reduce the Rollup Benefit Base to the extent that the total of such withdrawals does not exceed the AWA for that Contract Year. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the Rollup Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

[In any Contract Year, the portion of a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service (“RMD Withdrawal”) in excess of the AWA that is needed to meet a Required Minimum Distribution as described in “*Lifetime Required Minimum Distributions*” in 2.02 of this Rider reduces the Rollup Benefit Base on a dollar for dollar basis and is not treated as an Excess Withdrawal, as described in the next paragraph.]

“Excess Withdrawal” means the amount of any withdrawal or portion of any withdrawal in a Contract Year that together with all other withdrawals exceeds the AWA for that Contract Year. All withdrawals made prior to [the second Contract Year] are “Excess Withdrawals.” [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Section III.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* “Future benefits” means your guaranteed minimum income and guaranteed withdrawal benefit for life provided under this Rider, and includes any guaranteed minimum death benefit you have under the Contract . You may contact your authorized financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

1.02(A)(1)(I) Optional Reset of Rollup Benefit Base

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following your [85th] birthday. A reset is not applicable to your Annuity Account Value.

When you reset your Rollup Benefit Base, you may not exercise GMIB as described in Section 1.03 of this GMIB Rider, until the [10th] Contract Date Anniversary following the reset, or such later date as provided in Section 1.03 of this GMIB Rider. [If you reset your Rollup Benefit Base on or after age [76], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.]

1.02(A)(2)Your GMIB HAV Benefit Base

For the HAV Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Annuity Account Value is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the Annuity Account Value.

[The HAV Benefit Base will be reduced pro-rata by all withdrawals [in the first Contract Year]. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal by your Annuity Account Value immediately preceding the withdrawal; 2) Multiply the fraction

calculated in (1) by the amount of your Ratchet Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. [Beginning [with the second Contract Year], withdrawals during a Contract Year that do not exceed the AWA for that Contract Year reduce your HAV Benefit Base on a dollar for dollar basis.] Amounts withdrawn in excess of the AWA will reduce your HAV Benefit Base on a pro-rata basis.] We will make this reduction as of the Transaction Date of each withdrawal.

[In any Contract Year, the portion of a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service ("RMD Withdrawal") in excess of the AWA that is needed to meet a Required Minimum Distribution as described in "*Lifetime Required Minimum Distributions*" in 2.02 of this Rider reduces the HAV Benefit Base dollar for dollar.]

1.03 Your GMIB Exercise Options Prior to the Last GMIB Exercise Date

Pursuant to Section 1.01 and 1.02(A)(1)(I), you may exercise GMIB as described in this Section.

[Applicable for Owner issue ages 20 through 44]

[The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [15th] or later Contract Date Anniversary. However, it may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[Applicable for Owner issue ages 45 through 49]

[After this Rider's Effective Date,] The GMIB may be exercised only within [30] days following each Contract Date Anniversary on or after your [60th] birthday. However, it may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[Applicable for Owner issue ages 50 through 75]

[The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [10th] or later Contract Date Anniversary. GMIB may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[The following text is not applicable to Series C Contracts]

[A Contract issued with a Qualified Plan endorsement must convert to a traditional IRA Contract in an eligible rollover transaction to exercise the GMIB unless GMIB is automatically exercised as described below in "GMIB No Lapse Guarantee."]

When the supplementary life annuity contract is issued, the Owner of record under this Contract on the GMIB Exercise Date will be the Owner under the supplementary life annuity contract. The Owner will also become the Annuitant under the supplementary life annuity contract. ***[NQ only]*** [Any Joint Owner, as applicable under this Contract will become the Joint Annuitant under the supplementary contract.] If this Contract is owned by a Non-Natural Owner, the Annuitant ***[NQ only]*** [and Joint Annuitant, if applicable,] remains the same under the supplementary life annuity contract.

1.04 GMIB No Lapse Guarantee

Notwithstanding anything to the contrary in the Termination provision of this Contract, if your Annuity Account Value falls to zero on or before the Contract Date Anniversary following your [85th] birthday while this Contract is in force and there have been no withdrawals from your Contract other than as described below under "Conditions of the GMIB No Lapse Guarantee," then your GMIB will be exercised automatically on the Transaction Date that the Annuity Account Value falls to zero. The annual lifetime income that will be provided

under GMIB will be based on your age and the GMIB Benefit Base on the Transaction Date that the Annuity Account Value falls to zero, notwithstanding any waiting period described above in Parts 1.02(A)(1)(H) and 1.03 of this Rider. Annual GMIB payments will be based on a single life annuity with a Period Certain and begin within one calendar year after the Transaction Date that the Annuity Account Value falls to zero. You may notify us in writing, within [30] days of your receipt of notice from us stating that your Annuity Account Value has fallen to zero, if you wish to change the frequency of payments.

Conditions of the GMIB No Lapse Guarantee:

The No Lapse Guarantee described above applies only if there are no withdrawals from your Contract other than:

- (i) Withdrawals due to “Charges Deducted from Annuity Account Value” as described in Contract Section 8.02, and
- (ii) Withdrawals during a Contract Year that, in aggregate, do not exceed [5%] of the beginning of Contract Year Rollup Benefit Base. [For purposes of this paragraph, in the first Contract Year, Contributions received in the first [90 days] are used to determine the beginning of Contract Year Rollup Benefit Base for that Contract Year.
[applicable to Traditional IRA, QP-DC and QP-DB]
- [(iii) Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code.]

Any withdrawal in excess of the above will cause the GMIB No Lapse Guarantee to terminate. Termination of the No Lapse Guarantee provision does not cause termination of the other provisions of this Rider.

1.05 Your Options on the Last GMIB Exercise Date

Your Contract Date Anniversary following your [85th] birthday is your Last GMIB Exercise Date.

You are provided a [30 day] period beginning on the Contract Date Anniversary following your [85th] birthday to elect one of the following options:

- Option 1: exercise GMIB as described in Sections 1.01 and 1.03, or
- Option 2: affirmatively elect conversion of this Rider to a GWBL Rider (see Part II), or
- Option 3: Terminate this Rider.

If you take no action during this [30 day] period, this GMIB Rider will automatically convert to a GWBL Rider on a single life basis.

The GWBL Rider will become effective as of the Last GMIB Exercise Date. The effective date is the same whether you affirmatively elect this option or upon an automatic conversion. For purposes of the GWBL terms and conditions in Part II of this Rider, your Last GMIB Exercise Date is your “GWBL Conversion Effective Date.”

If you exercise GMIB pursuant to Option 1 above, your GMIB Benefit Base will be adjusted for any withdrawals taken under the Contract during the [30 days] following your Last GMIB Exercise Date.

If (i) you elect Option 2 above, or (ii) your Rider automatically converts to a GWBL Rider, your Guaranteed Minimum Death Benefit as of the GWBL Conversion Effective Date continues to be applicable, however, any withdrawal on or after the GWBL Conversion Effective Date reduces your GMDB on a pro-rata basis.

If you elect to terminate this Rider pursuant to Option 3 above, the effect on your Guaranteed Minimum Death Benefit is described in Section 3.03(B).

PART II - GWBL Rider

This Rider's Benefit on and after the GWBL Conversion Effective Date

On the GWBL Conversion Effective Date, this Rider automatically converts to a GWBL Rider. If you have not elected Option 1 or 3 described in Section 1.05 within [30 days] of the GWBL Conversion Effective Date, the terms and conditions of this "Part II – Conversion of this GMIB Rider to a GWBL Rider" apply as of the GWBL Conversion Effective Date.

This Rider provides a Guaranteed Withdrawal Benefit for Life which guarantees that you can receive lifetime withdrawal amounts up to a maximum amount per Contract Year. This GWBL Rider does not provide a Cash Value or any minimum account value.

On your GWBL Conversion Effective Date, the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging terminates. Any program you have in effect on the GWBL Conversion Effective Date terminates on that date. Any amount remaining in the account for Special [Money Market] Dollar Cost Averaging after such a transfer will be transferred to your other Investment Options according to your then current allocation instructions.

Under the Guaranteed Withdrawal Benefit for Life, we guarantee that you will be eligible to receive withdrawals while you are living, even if such withdrawals cause the Annuity Account Value to fall to zero. Withdrawals, for purposes of the Guaranteed Withdrawal Benefit for Life, are your total withdrawals during each Contract Year up to the Guaranteed Annual Withdrawal Amount (as defined below in Part 2.01(G) of this Rider). If the Owner named under the Contract is a Non-Natural Owner, we guarantee such withdrawals for the life of the Annuitant.

If a Successor Owner [**NQ only:** or Joint Owner] under an individually owned Contract, or a Joint Annuitant under a Contract owned by a Non-Natural Owner, is added after the GWBL Conversion Effective Date to change your Contract to a Joint Life Benefit Contract, we guarantee such withdrawals during the lives of you and such Successor Owner [**NQ only:** or Joint Owner, as applicable], or during the lives of the Annuitant and Joint Annuitant, respectively. The terms and conditions of the Guaranteed Withdrawal Benefit for Life are set forth below.

2.01 Definitions and Conditions Applicable to the GWBL Rider

2.01(A) Automatic Payment Plan

"Automatic Payment Plan" means an optional plan for periodic withdrawals up to the Guaranteed Annual Withdrawal Amount each Contract Year.

2.01(B) Joint Annuitant

"Joint Annuitant" means the individual named and added as such to this Contract. The Joint Annuitant must be the spouse of the Annuitant on the GWBL Conversion Effective Date or if added later, the date your spouse is added, but a change may subsequently be made in accordance with Section 2.03 of this Rider.

2.01(C) Joint Life Benefit Contract

For a Contract which is individually owned, "Joint Life Benefit Contract" means a Contract under which a Successor Owner is added after the GWBL Conversion Effective Date for purposes of establishing a Joint Life Benefit Contract. [**NQ only:** If your Contract had a spousal Joint Owner before the GWBL Conversion Effective Date, such Joint Owner may be maintained for purposes of establishing this Rider on a Joint Life Benefit basis.] For a Contract owned by a Non-Natural Owner, "Joint Life Benefit

Contract” means a Contract under which a Joint Annuitant is added after the GWBL Conversion Effective Date for purposes of establishing a Joint Life Benefit Contract. For Non-Natural Owner Contracts, if your Contract had spousal Joint Annuitants before the GWBL Conversion Effective Date, such Joint Annuitants may be maintained for purposes of establishing this Rider on a joint life benefit basis. **[NQ only:** A Joint Life Benefit Contract where the Owner is an individual and named with a Successor Owner or Joint Owner may be issued with a Joint Annuitant.]

A Joint Life may only be added to this Contract at the later of (i) the [30th] day following the GWBL Conversion Effective Date or (ii) the first withdrawal following the GWBL Conversion Effective Date. If your spouse is less than age [70] as of the GWBL Conversion Effective Date, a Joint Life Benefit Contract is not available. If a Joint Life Benefit Contract is elected after the GWBL Conversion Effective Date, a Death Benefit is payable on the second to die of the Owner and the Successor Owner, or for a Contract owned by a Non-Natural Owner, the second to die of the Annuitant and the Joint Annuitant.

2.01(D) Single Life Benefit Contract

On the GWBL Conversion Effective Date, this Contract is automatically established as a Single Life Benefit Contract. “Single Life Benefit Contract” means where a Contract is individually owned, the Owner determines the Single Life Benefit under this GWBL Rider. **[NQ only:** For Single Life Benefit Contract where there are Joint Owners, the older of the Owner and the Joint Owner determines the Single Life Benefit under this Rider.] For a Contract owned by a Non-Natural Owner, the Annuitant determines the Single Life Benefit under this GWBL Rider. For a Non-Natural Owner Contract where there were Joint Annuitants prior to the GWBL Conversion Effective Date, the older of the Joint Annuitants determines the Single Life Benefit under this Rider. **[NQ only:** A Single Life Benefit Contract where the Owner is an individual and named without a Successor Owner may be issued with a Joint Annuitant.]

2.01(E) Successor Owner

“Successor Owner” means the individual named and added to an individually owned Contract on or after the GWBL Conversion Effective Date for purposes of providing a Joint Life Benefit under this Contract. The Successor Owner must be the spouse of the Owner on the GWBL Conversion Effective Date, or the date added, if later, but a change may subsequently be made in accordance with Section 2.03 of this Rider.

[NQ only: If elected, upon addition to this Rider, a Successor Owner may be provided joint ownership rights.]

2.01(F) GWBL Benefit Base

Your initial GWBL Benefit Base is determined as of the GWBL Conversion Effective Date. It will be equal to either the Annuity Account Value or the GMIB Benefit Base as of that date, depending on which of the two amounts produces a greater benefit as described below in the definition of Guaranteed Annual Withdrawal Amount. Your GWBL Benefit Base is increased by any “Annual Ratchet,” and it may be reduced by withdrawals that exceed your Guaranteed Annual Withdrawal Amount (“Excess Withdrawals”), as described below.

2.01(G) Guaranteed Annual Withdrawal Amount (“GAWA”)

Your initial Guaranteed Annual Withdrawal Amount (“GAWA”) is equal to the greater of (i) the Annuity Account Value Applicable Percentage shown in the table below applied to your Annuity Account Value and (ii) the GMIB Benefit Base Applicable Percentage shown in the table below applied to your GMIB Benefit Base. Both these values are determined as of the GWBL Conversion Effective Date.

Single Life Benefit Contract Applicable Percentages: For purposes of determining your initial GAWA, the percentages shown in the Single Life line in the table are used.

If your initial Applicable Percentage is the percentage shown in column B of the table, it will increase to the percentage shown in Column A on any Contract Date Anniversary on which your Benefit Base is increased by an Annual Ratchet.

Joint Life Benefit Contract Applicable Percentages: The Applicable Percentage is based on your age or the age of the Successor Owner [**NQ only:** or Joint Owner, as applicable], whoever is younger. For a Joint Life Benefit Contract with a Non-Natural Owner, the Applicable Percentage is based on the younger Annuitant's age. The Applicable Percentages are shown in the Joint Life line for the appropriate age in the table below.

If you change your benefit to a Joint Life Benefit Contract on or after your GWBL Conversion Effective Date, the Applicable Percentage is re-determined as an initial Applicable Percentage as described above.

For Joint Life Benefit Contracts, if the GWBL Benefit Base is increased by an Annual Ratchet after the GWBL Conversion Effective Date, then as of the Contract Date Anniversary for that Annual Ratchet, the Applicable Percentage will be the percentage shown in Column A for the current age of the younger spouse:

	A Applicable Percentage if Annuity Account Value produces a higher GAWA	B Applicable Percentage if GMIB Benefit Base produces a higher GAWA
Single Life (All ages)	[6.0%]	[5.0%]
Joint Life if younger spouse is:		
Age [85+	[5.5%	[4.0%
Ages 80-84	5.0%	3.5%
Ages 75-79	4.5%	3.0%
Ages 70-74]	4.0%]	2.5%]

Your GAWA may be taken through an Automatic Payment Plan we offer. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

2.01(H) Annual Ratchet

Your Benefit Base is recalculated on each Contract Date Anniversary to equal the greater of (i) the Annuity Account Value and (ii) the prior Benefit Base. An increase in the Benefit Base resulting from that calculation is an Annual Ratchet. If the Benefit Base is increased by such recalculation, your GAWA will be increased as of the next Contract Year following such Contract Date Anniversary to equal your Applicable Percentage times your new Benefit Base.

We may increase the charge for this Rider up to the maximum charge shown in Section 3.02 of this Rider; however, we will apply the higher charge only if your Benefit Base increases due to an Annual Ratchet. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase permitted by the previous sentence. Any increase in the charge for this Rider will be communicated in writing to you at least [45 days] before the Contract Date Anniversary on which it would take effect. You

may decline an Annual Ratchet that would cause a charge increase by providing us with a written request to decline such Annual Ratchet. Thereafter, you may provide us with a written request to reactivate Annual Ratchets and accept the higher charge. Once you have done so, the Annual Ratchet will occur on any future Contract Date Anniversary after such election when the Annuity Account Value is higher than the Benefit Base, as described above. The Annual Ratchet will not be applied on a retroactive basis.

2.01(I) Excess Withdrawal

An Excess Withdrawal occurs when you withdraw more than your GAWA in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your GAWA, the portion of the amount of that withdrawal that exceeds your GAWA and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

If you make an Excess Withdrawal, we recalculate your Benefit Base and the GAWA, as follows: 1) The Benefit Base is reduced on a pro-rata basis by an Excess Withdrawal on the date of the withdrawal. 2) The GAWA for the next Contract Year is recalculated to equal the Applicable Percentage multiplied by the reset Benefit Base.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

2.01(J) Effect of your Annuity Account Value Falling to Zero

If either of the following happens while you are living and this Rider is in effect: (i) you make a withdrawal for an amount that is equal to or exceeds the Annuity Account Value but is not an Excess Withdrawal, or (ii) the Annuity Account Value falls to zero by the deduction of a Contract charge, you will receive payments equal to your GAWA, subject to the following terms and conditions: The date of any such event is the benefit transaction date for purposes of this subsection. Your GAWA will begin on the next Contract Date Anniversary following the benefit transaction date and continue on each subsequent Contract Date Anniversary for the full amount, while you or the Successor Owner [NQ: or Joint Owner, as applicable,] under a Joint Life Benefit Contract is living. For Contracts with Non-Natural Owners, the GAWA will continue while the Annuitant or the Joint Annuitant under a Joint Life Benefit Contract is living. If, on the benefit transaction date, you were taking payments through an Automatic Payment Plan, the frequency of payments after the benefit termination date is described in Section 2.02 of this Rider. If you were not taking payments through an Automatic Payment Plan, then any remaining balance of the GAWA for the Contract Year in which your Annuity Account Value was reduced to zero will be paid to you in a lump sum on the benefit transaction date and the GAWA will continue to be made for the full amount thereafter on an annual basis. As of the benefit transaction date, your Contract will be cancelled and a supplementary life annuity contract setting forth your continuing benefit will be issued to you, as further described below.

When the supplementary life annuity contract is issued, the Owner of record under this Contract on the benefit transaction date will be the Owner under the supplementary life annuity contract. The Owner will also become the Annuitant under the supplementary life annuity contract. Any Successor Owner [NQ **only**: or Joint Owner, as applicable] under this Contract will become the Joint Annuitant under the supplementary contract. If this Contract is owned by a Non-Natural Owner, the Annuitant and Joint Annuitant, if applicable, remain the same under the supplementary life annuity contract.

If you had any remaining Death Benefit as described in Section 2.04 of this Rider on the benefit transaction date, your Death Benefit will continue under the supplementary life annuity contract. The amount of any such Death Benefit will be reduced by any payments we make. The Beneficiary under

this Contract will be the Beneficiary under the supplementary life annuity contract subject to your right to change the beneficiary under the supplementary contract.

2.02 Withdrawals under Automatic Payment Plans

You may elect to receive automatic payments based on any of the following frequencies: [monthly, quarterly or annually]. The frequency you elect determines the amount of the GAWA you receive on each scheduled payment date.

You may elect one of the following Automatic Payment Plans to receive your GAWA.

Maximum Payment Plan: The Maximum Payment Plan withdraws the full GAWA each Contract Year. Payments are based on the frequency you elect under this plan. Each scheduled payment is equal to your GAWA divided by the number of scheduled payments per year. Any payments that are to be made after the Annuity Account Value falls to zero, as described in this Rider, will continue on the same frequency.

Customized Payment Plan: The Customized Payment Plan withdraws a fixed amount or a fixed percentage of your GWBL Benefit Base that is not more than the GAWA. Payments are based on the amount and frequency of the payment you elect under this plan. If payments are to be made after your Annuity Account Value falls to zero while you are taking payments under the Customized Payment Plan, then any remaining balance for the GAWA for the Contract Year in which your Annuity Account Value fell to zero will be paid in a lump sum and payments equal to the GAWA will continue to be made thereafter in the same frequency as on the benefit transaction date.

[Applicable only to the Traditional IRA and QP markets]

[Lifetime Required Minimum Distributions:

When the lifetime Required Minimum Distribution (“RMD”) Rules of Section 401(a)(9) of the Code apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime required minimum distribution payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. If you elect either of our Automatic Payment Plans (the Maximum Payment Plan or the Customized Payment Plan) and our Automatic RMD Withdrawal Service, we will make a payment in addition to the GAWA if necessary to meet the lifetime required minimum distribution amount for the calendar year for this Contract. The combined Automatic Payment Plan payments and lifetime required minimum distribution payment will not be treated as Excess Withdrawals. However, if you take any lump sum withdrawals in addition to your lifetime required minimum distribution while using our Automatic RMD Withdrawal Service and Automatic Payment Plan payments, the additional lump sum may cause an Excess Withdrawal and may be subject to a Withdrawal Charge, as described in this Rider. Further, your Benefit Base and GAWA may be reduced.

If you elect our Automatic RMD Withdrawal Service and do not elect one of our Automatic Payment Plans, that is, you elect to take your GAWA in lump sum withdrawals, we will make a payment if necessary to meet the lifetime required minimum distribution amount for the calendar year for this Contract. Any lifetime required minimum distribution amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal; however, any other lump sum withdrawals in the same Contract Year may be treated as Excess Withdrawals.]

2.03 Certain Changes Under Joint Life Benefit Contracts

2.03(A) Change of Successor Owner [NQ only: „Joint Owner] or Joint Annuitant

Before a Withdrawal has been made and after the GWBL Conversion Effective Date, (i) you may change any Successor Owner [NQ only: or Joint Owner, as applicable,] named under this Contract to your current spouse, or (ii) the Joint Annuitant named under this Contract may be changed to the Annuitant's current spouse. Any such change must be made in writing in a form we accept. The change will take effect as of the date you sign it, but, we will not be liable as to any payments we make or actions we take before we receive such change. This change may only be made before the first withdrawal has been made after the [30th] day following the GWBL Conversion Effective Date.

2.03(B) Conversion to a Single Life Benefit Contract

- (i) Before the first withdrawal has been made after the [30th] day following the GWBL Conversion Effective Date, upon (i) the death of your spouse or (ii) your divorce, you may terminate the Successor Owner [NQ only: or Joint Owner] provision of this Contract, as applicable, by written notice satisfactory to us. Under a Contract with a Non-Natural Owner, the Joint Annuitant provisions of this Contract may be terminated by written notice satisfactory to us. Effective on the Transaction Date we receive the notice, the Guaranteed Withdrawal Benefit for Life guarantee will apply solely with respect to your life, or if you are a Non-Natural Owner, to the Annuitant's life, and we will adjust the Applicable Percentage shown in Section 2.01(G) of this GWBL Rider prospectively to the single life Applicable Percentage for Contracts of the same class as yours. The Applicable Percentage described in Section 2.01(G) of this GWBL Rider will be based on your age, or, if you are a Non-Natural Owner, the Annuitant's age. Once the Successor Owner [NQ only: „Joint Owner] or Joint Annuitant provisions have been terminated, a new Successor Owner, [NQ only: Joint Owner] or Joint Annuitant may not be named.
- (ii) If a Withdrawal has been made after the [30th] day following the GWBL Conversion Effective Date, upon (i) the death of your spouse or (ii) your divorce, you may terminate the Successor Owner [NQ only: or Joint Owner] provision, as applicable, or if you are a Non-Natural Owner, the Joint Annuitant provision of this Contract. Effective on the Transaction Date we receive the notice, the Guaranteed Withdrawal Benefit for Life guarantee will apply solely with respect to your life, or, if the Contract is owned by a Non-Natural Owner, the Annuitant's life; however, we will not adjust the Applicable Percentage shown in Part 2.01(G) of this GWBL Rider to the Single Life Applicable Percentage. Your Applicable Percentage will be based solely on your age once such termination has taken place, or if you are a Non-Natural Owner, the Annuitant's age using the Joint Life Applicable Percentage. Once the Successor Owner [NQ only: „Joint Owner] or Joint Annuitant provisions have been terminated, a new Successor Owner [NQ only: „Joint Owner] or Joint Annuitant may not be named.

2.03(C) Contracts Split By Court Order

If required under an applicable court order relating to a divorce, we will split the Contract as near as is practicable in accordance with the Order. We will withdraw amounts from your Annuity Account Value pursuant to the applicable court order relating to the divorce and we will establish a new single benefit contract for your former spouse. You will retain your Contract, however, it will now be a Single Life Benefit Contract.

Any withdrawal made for purposes of creating a Contract for your ex-spouse will reduce your GWBL Benefit Base and is subject to the terms of Section 2.01(I). The initial GWBL Benefit Base under the Contract created for your ex-spouse will be determined by the amount withdrawn from your Contract.

- (i) If the split of the Contract, as described above, occurs before any Withdrawal has been made and after the GWBL Conversion Effective Date, the Applicable Percentage under each respective Contract will be adjusted prospectively to the single life Applicable Percentage and will be based on each respective individual's age at first withdrawal and any subsequent Annual Ratchet.
- (ii) If the split of the Contract, as described above, occurs after any Withdrawal has been made under your original Contract after the [30th] day following the GWBL Conversion Effective Date, the Joint Life Applicable Percentage will remain effective for each Contract resulting from the original Contract split. The Joint Life Applicable Percentage that was in effect at the time of the split may increase at the time an Annual Ratchet occurs based on each respective individual's age under their respective Contract.

2.04 Effect of Death

2.04(A) Beneficiary

You give us the name of the beneficiary who is to receive any death benefit payable upon the "Last Applicable Death" under this Contract ("Beneficiary").

"Last Applicable Death" means:

For a Single Life Benefit Contract where the Owner is an individual, the Last Applicable Death is the death of the Owner. [NQ only: For a Single Life Benefit Contract with Joint Owners, the Last Applicable Death is the death of the older Joint Owner.] For a Non-Natural Owner Single Life Benefit Contract, the Last Applicable Death is the death of the Annuitant. For a Non-Natural Owner Single Life Benefit Contract with Joint Annuitants, the Last Applicable Death is the death of the older Joint Annuitant.

Notwithstanding anything to the contrary in any optional Guaranteed Minimum Death Benefit Rider you may have been issued, on or after the GWBL Conversion Effective Date, for a Joint Life Benefit Contract where the Owner is an individual, the Last Applicable Death is the death of the second to die of the Owner and the Successor Owner [NQ only: or Joint Owner, as applicable], provided that the Owner and Successor Owner [NQ only: or Joint Owner, as applicable], were married at the time of the first death. For a Non-Natural Owner Joint Life Benefit Contract, the Last Applicable Death is the death of the second to die of the Annuitant and Joint Annuitant, provided that the Annuitant and Joint Annuitant were married at the time of the first death.

For a Joint Life Benefit Contract where the Owner and Successor Owner [NQ only: or Joint Owner, as applicable], or Annuitant and Joint Annuitant, as applicable, are no longer married at the time of the first death, the Payment Upon Death Rules described below apply.

2.04(B) Payment Upon Death

Upon the Last Applicable Death before the Annuity Account Value falls to zero and before an Annuity Benefit is elected under Section 7.01, we will pay a death benefit to the Beneficiary and subject to the conditions set forth in the tables below and any applicable endorsement.

Upon the Last Applicable Death while withdrawals are being made under a supplementary contract as described in Section 2.01(J) of this Rider and while there is a remaining death benefit, we will pay a death benefit to the Beneficiary in a single sum.

The Death Benefit amount is determined by comparing the Annuity Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner, adjusted for any subsequent withdrawals. The greater amount is payable as the Death Benefit. Your Guaranteed Minimum Death Benefit as of the Contract Date continues to be applicable as of the GWBL Conversion Effective Date.

[The following text will appear for NQ Contracts only]

[2.05 Effect Of Divorce On Required Payments At Death

If in accordance with the Section 2.01(C) of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Contract becomes a Joint Life Benefit Contract with joint ownership rights in the Successor Owner, the Owner and Successor Owner, or Joint Owner, as applicable, subsequently divorce, and the Contract is not split, then the following applies on the death of the first to die of the Owner or the Successor Owner or Joint Owner, as applicable, before a supplementary contract has been issued. (The following also applies at the first death of a Single Life Benefit Contract with Joint Owners Contract who are not spouses.)

1. Payments will be made to the surviving Owner or Successor Owner or Joint Owner, as applicable, not the Beneficiary. Payments will only be made to the Beneficiary if the surviving Owner or Successor Owner or Joint Owner, as applicable, also dies before the entire interest in the Contract is fully distributed.
2. As described in the Endorsement Applicable to Non-Qualified Contracts, the entire interest in the Contract must be distributed within five years after the first death, unless the surviving Owner or Successor Owner (or Joint Owner, as applicable) elects to take the alternative payments in the form of a life annuity or installment option for a period of not longer than life expectancy, beginning within one year after the first death. The surviving Owner or Successor Owner (or Joint Owner, as applicable) may elect the NQ Beneficiary Continuation Option described in your Contract.
3. If the surviving Owner or Successor Owner (or Joint Owner, as applicable) elects to take the entire interest in the Contract within five years after the first death, then he/she has the option to terminate this Rider on or after the GWBL Conversion Effective Date and the related charge on written request to us.

On the death of either the Owner or the Successor Owner (or Joint Owner, as applicable) after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract to the surviving Annuitant or Joint Annuitant, not the Beneficiary. Payments will only be made to the Beneficiary if the surviving Annuitant or Joint Annuitant also dies before the entire interest in the Contract is fully distributed.

If in accordance with the Section 2.01(C) of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Contract becomes a Joint Life Benefit Contract without joint ownership rights in the Successor Owner, the Owner and Successor Owner subsequently divorce, and the Contract is not split, then the following applies on the death of the Owner before a supplementary contract has been issued. If the Successor Owner is the first to die, there is no effect on the payments.

1. Payments will be made to the surviving Successor Owner, not the Beneficiary.

2. As described in the Endorsement Applicable to Non-Qualified Contracts, the entire interest in the Contract must be distributed within five years after the Owner's death, unless the surviving Successor Owner elects to take the alternative payments in the form of a life annuity or installment option for a period of not longer than life expectancy, beginning within one year after the Owner's death. The surviving Successor Owner may elect the NQ Beneficiary Continuation Option described in your Contract.
3. If the surviving Successor Owner elects to take the entire interest in the Contract within five years after the Owner's death, then he/she has the option to terminate this Rider and the related charge on written request to us.

On the death of the Owner after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract.]

[The following text will appear for IRA Contracts only.]

[2.05 Effect of Divorce on Required Payments at Death:

If in accordance with the Section 2.01(C) of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Owner and Successor Owner subsequently divorce, and the Contract is not split, then the following applies on the death of the Owner before a supplementary contract has been issued. On your death after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract.

- A. Payments will be made to the surviving Successor Owner, not the Beneficiary, in accordance with "Minimum Distribution Rules – Required Payments After Death." described in your Contract.
- B. The surviving Successor Owner may elect the Beneficiary Continuation Option described in your Contract.
- C. If the surviving Successor Owner elects to take distribution of the entire interest in the Contract by the end of the calendar year containing the fifth anniversary of your death, then he/she has the option after the GWBL Conversion Effective Date to terminate this Rider written request to us.

If the former spouse named as the Successor Owner is the first to die, there is no effect on the payments.]

2.06 Effect of Death on your Guaranteed Minimum Death Benefit ("GMDB") Rider

Under a Joint Life Benefit Contract upon the older spouse's death prior to the Contract Maturity Date, the following provisions apply if an optional Guaranteed Minimum Death Benefit Rider is issued with this Contract. For purposes of this section reference to "original Owner" means the older spouse:

- A. If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, the GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].
- B. If the surviving spouse is age [76] or older on the date of the Owner's death, the optional GMDB elected by the original Owner will continue, however, we will not reinstate any rollup or ratchet feature.

- C. [If the optional GMDB continues, the GMDB rollup benefit base reset, if applicable, will no longer be in effect.]

When a Death Benefit becomes payable under certain circumstances described in your [Market Segment] Endorsement, an election may be made to instead continue the Contract under Spousal Continuation or our Beneficiary Continuation Option (“BCO”). The availability of Spousal Continuation and BCO is described in the following charts, subject to all terms and conditions of the applicable Endorsement. These charts also describe the succession of [NQ only: Joint Owner and] Successor Owner under Joint Life Benefit Contracts owned by an individual and Joint Annuitant under Joint Life Benefit Contracts owned by a Non-Natural Owner.

If death occurs before the Annuity Account Value falls to zero and before an Annuity Benefit is elected:

Effect of Death on a Single Life Contract:			
<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
1. Owner	Is also the Annuitant or Joint Annuitant, if applicable	The Beneficiary is the surviving spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
2. Owner	Is also the Annuitant or Joint Annuitant, if applicable	The Beneficiary is not the surviving spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life.
3. Owner	Annuitant or Joint Annuitant, if applicable, is living	Beneficiary is spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
4. Owner	Annuitant or Joint Annuitant, if applicable, is living	Beneficiary is non-spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life.
5. Annuitant (under a single Annuitant Contract)	The Owner is living		The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Owner.
6. First to die of the Annuitant and Joint Annuitant	The Owner is living		The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. Death Benefit is not payable until the death of the Owner.
7. Second to die of the Annuitant and Joint Annuitant	The Owner is living		The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Owner.
8. Annuitant	Owner is Non-Natural	Beneficiary is the spouse of the annuitant	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO and continue the Contract without the Guaranteed Withdrawal

			Benefit for Life.
9. Annuitant	Owner is Non-Natural	Beneficiary is not the spouse of the annuitant	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; beneficiary, if eligible, may elect BCO without the Guaranteed Withdrawal Benefit for Life.
10. [Older Joint Owner]	[The younger Owner is living]		Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; spousal surviving Joint Owner may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life. If the Joint Owners are not spouses, only BCO without the GWBL may be elected or in accordance with the Section 2.04(B) of this Rider and the Endorsement Applicable to Non-Qualified Contracts, amounts must be distributed from the Contract as provided under the “One Year and Five Year Rule.
11. [Younger Joint Owner]	Older Owner is living	Owners are spouses.	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Owner. Death Benefit is not payable until the death of the older Owner.
12. [Younger Joint Owner]	Older Owner is living.	Owners are not spouses.	In accordance with the Endorsement Applicable to Non-Qualified Contracts, amounts must be distributed from the Contract as provided under the “One Year and Five Year Rule”; BCO without the Guaranteed Withdrawal Benefit for Life is available as well.
13. Older Joint Annuitant	The younger Annuitant is living	Owner is Non-Natural	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
14. Younger Joint Annuitant	Older Annuitant is living	Owner is Non-Natural	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. Death Benefit is not payable until the death of the older Annuitant.

[NQ only] [For purposes of the following table, the term “Joint Owner” may be substituted with the term “Successor Owner” as the Effect of Death on these parties to the Contract is the same.]

Effect of Death on a Joint Life Contract:			
<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
1. Owner	Is also the Annuitant	The Successor Owner is living	<p>The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL

Effect of Death on a Joint Life Contract:

<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
			<p>Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only.</p> <ul style="list-style-type: none"> ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage prospectively.
2. Owner	The Annuitant is living	The Successor Owner is also living	<p>The Successor Owner becomes the sole Owner. The Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage prospectively.
3. Owner	The Successor Owner is also dead	The Annuitant is living	<p>The Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the Beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life. If the Beneficiary is the new spouse of the second to die, then Spousal Continuation may be elected.</p>
4. Successor Owner	The Owner is living	The Annuitant is living	<ul style="list-style-type: none"> ▪ The Guaranteed Withdrawal Benefit for Life continues. ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage based on the Owner's age, and with withdrawals over the Owner's life only. ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date: <ul style="list-style-type: none"> ➤ The owner may name a new spouse as Successor Owner; Applicable Percentage will be based on the age of

Effect of Death on a Joint Life Contract:

<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
			<p>the younger spouse as of the GWBL Conversion Effective Date.</p> <ul style="list-style-type: none"> ➤ The Owner may also choose to continue the Contract as a Single Life. The Applicable Percentage will be adjusted to a Single Life Percentage prospectively.
5. Annuitant (under a single Annuitant Contract)	Owner is living	Successor Owner is also living	The Guaranteed Withdrawal Benefit for Life continues. The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.
6. First to die of Annuitant and Joint Annuitant	Owner is living	Successor Owner is also living	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.
7. Second to die of Annuitant and Joint Annuitant	Owner is living	Successor Owner is also living	The Guaranteed Withdrawal Benefit for Life continues. The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.
8. Annuitant (under a single Annuitant Contract)	Owner also dies	Successor Owner is living	<p>The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a single life Applicable Percentage, prospectively.
9. First to die of Annuitant and Joint Annuitant	Owner also dies	Successor Owner is living	The Successor Owner becomes the sole Owner. The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. The Death Benefit is not payable until the death of the Successor Owner.

Effect of Death on a Joint Life Contract:

<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
			<ul style="list-style-type: none"> ▪ If a Withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. ▪ If no Withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.
10. Second to die of Annuitant and Joint Annuitant	Owner also dies	Successor Owner is living	<p>The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. • If no Withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.
11. Annuitant	Owner is Non-Natural	Joint Annuitant is living	<p>The Guaranteed Withdrawal Benefit for Life continues. The Joint Annuitant becomes the sole Annuitant and Contract continues. The Death Benefit is not paid until the death of the second Annuitant.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the remaining Joint Annuitant's life only. • If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.
12. Both Joint	Owner is Non-		The Guaranteed Withdrawal Benefit for Life

Annuitants	Natural		ends and Death Benefit is payable; the Beneficiary, if eligible, may elect BCO without the Guaranteed Withdrawal Benefit for Life.
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If death occurs while the Guaranteed Withdrawal Benefit for Life is being paid after the Annuity Account Value falls to zero (see Section 2.01(J) of this Rider):

Effect of Death on a Single Life Supplementary life annuity contract:		
<i>If the deceased is the</i>	<i>And</i>	<i>Then</i>
1. Owner/Annuitant		Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
2. Annuitant	Owner is Non-Natural	Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.

Effect of Death on a Joint Life Supplementary life annuity contract:		
<i>If the deceased is the</i>	<i>And</i>	<i>Then</i>
1. Owner/Annuitant	The Joint Annuitant is living	<ul style="list-style-type: none"> ▪ The Joint Annuitant becomes the sole Owner. Payments continue to the Joint Annuitant until his/her death. ▪ If the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
2. Joint Annuitant	The Owner/Annuitant is living	<ul style="list-style-type: none"> ▪ Contract continues with payments made to the Owner/Annuitant. ▪ If the Owner/Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
3. Owner/Annuitant	The Joint Annuitant also dies	<ul style="list-style-type: none"> ▪ Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
4. Annuitant	Owner is Non-Natural and the Joint Annuitant is living	<ul style="list-style-type: none"> ▪ The Joint Annuitant becomes the sole Annuitant and payments continue to the Non-Natural Owner until the surviving Joint Annuitant's death. ▪ If the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
5. Both Joint Annuitants	Owner is Non-Natural	<ul style="list-style-type: none"> ▪ Any remaining Death Benefit will be paid to the beneficiary in a single sum and the Contract ends.
6. Owner/Annuitant (under a Contract split after divorce)	The Joint Annuitant is living	<ul style="list-style-type: none"> ▪ The Beneficiary becomes the Owner of the Contract for purposes of receiving payments. Payments the deceased had been receiving will now be made to the Beneficiary until the death of the Joint Annuitant. ▪ When the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.

Effect of Death on a Joint Life Supplementary life annuity contract:		
<i>If the deceased is the</i>	<i>And</i>	<i>Then</i>
7. Joint Annuitant (under a Contract split after divorce)	Owner/Annuitant is living	<ul style="list-style-type: none"> ▪ Contract continues with payments made to the Owner/Annuitant. ▪ When the Owner/Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.

If you have elected an Annuity Benefit under Part VII of the Contract and the Annuitant under that Benefit dies, the terms and conditions of the applicable Benefit apply.

PART III – ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THIS RIDER

3.01 Maturity Date Options under this Rider

The following provision is added to the Maturity Date Section of your Data Pages and becomes effective on or after the GWBL Conversion Effective Date unless GWBL is otherwise terminated prior to the Maturity Date.

Your Contract has a Maturity Date. Your Maturity Date as shown in the Data Pages does not change. The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. By the Maturity Date you must elect (i) an Annuity Benefit in any form we are then offering as described in Part VII of the Contract, or (ii) a lump sum distribution of the Annuity Account Value. If you elect a life only form of Annuity Benefit with no period certain under Part VII of the Contract, we will provide annual periodic payments that are not less than the GAWA as of the Maturity Date while you (and any Joint Owner if applicable) are living. If you fail to elect an option within [30] days following your Maturity Date, we will issue to you an Annuity Benefit under which payments will not be less than the amount described in the previous sentence. The annuity payout will be the higher of: (1) the GAWA and (2) the amount that you would have received if the Annuity Account Value had been applied to a life annuity without a period certain, using either (a) the guaranteed annuity rates specified in Part VII of the Contract, or (b) the applicable current individual annuity rates as of the Contract Date Anniversary, applying the rate that provides a greater benefit to the payee. Any death benefit you have under the Contract will no longer be in effect. You will not be permitted to make any additional withdrawals.

3.02 The Cost of this Rider

[If GMIB I is elected]

[Guaranteed Minimum Income Benefit: The current charge for this benefit is [0.90%] of the GMIB Benefit Base and [0.90%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge upon reset of the Rollup Benefit Base benefit is [1.20%] of the Rider's Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.]

We will determine and, deduct the above charge(s) annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. We will deduct the above charges for the portion of any Contract Year in which this benefit is terminated pursuant to Section 3.03 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of

the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

3.03 Termination Of This GMIB with GWBL Rider

This Rider may be terminated on either an automatic or voluntary basis as described in the following paragraphs.

3.03(A) Automatic Termination of this Rider:

Prior to the GWBL Conversion Effective Date, this Rider will terminate automatically if: (i) the Contract terminates because the Annuity Account Value has fallen to zero and the No Lapse Guarantee described in this rider is not applicable, or (ii) you elect to terminate this Rider.

This Rider will terminate automatically if an Excess Withdrawal reduces your Annuity Account Value to zero.

Also, this Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to an annuity benefit including exercise of GMIB, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates.

In accordance with clauses (iii) and (iv) in the immediately preceding paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

3.03(B) Voluntary Termination of this Rider:

[The following text applies to Accumulator Series B, CP and L]

[You may terminate this Rider voluntarily provided that all Withdrawal Charges have expired under your Contract.]

[The following text applies to Accumulator Series C]

[You may terminate this Rider voluntarily upon completion of [four] Contract Years under the Contract.

In accordance with Section 1.05 you may terminate this Rider voluntarily on the Last GMIB Exercise Date or [30 days] thereafter.]

Effect of Termination of this Rider on your Guaranteed Death Benefit

[Contracts issued with the “Greater of” GMDB Rider]

[Upon termination of this Rider prior to the Last GMIB Exercise Date, your “Greater of” GMDB Rider will automatically terminate. Your GMDB under the Contract will then be re-characterized as a “Return of Principal” GMDB as described in Section 6.02 of the Contract, as if that death benefit was applicable with this Contract as of the Contract Date.

Upon termination of this Rider on the Last GMIB Exercise Date, or [30 days thereafter], your “Greater of” GMDB remains in effect and withdrawals reduce your GMDB Benefit Base as described in Section 1.02 of that Rider.]

[Contracts issued with the “Highest Anniversary Value (HAV)” GMDB Rider]

[Upon termination of this Rider prior to the Last GMIB Exercise Date, your HAV GMDB Rider will remain in effect, however, withdrawals will reduce your GMDB on a pro-rata basis beginning as of the Transaction Date you terminate your GMIB Rider.

Upon termination of this Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV GMDB is retained and withdrawals reduce your GMDB Benefit Base as described in Part III of that Rider.]

Upon termination of this Rider, the Last Applicable Death under this Contract becomes the older of the Owner and Successor Owner [NQ only: or Joint Owner, as applicable]. For Contracts with a Non Natural Owner, the Last Applicable Death becomes the older of the Annuitant and Joint Annuitant.

The Successor Owner [NQ: or Joint Owner, as applicable,] supersedes the Beneficiary for purposes of the Death Benefit provision under the Contract. Payment of the Death Benefit will be made to the surviving Owner or Successor Owner [NQ: or Joint Owner, as applicable,], not the Beneficiary. Payment of the Death Benefit will only be made to the Beneficiary if the surviving Owner or Successor Owner [NQ: or Joint Owner, as applicable,] also dies before the entire interest in the Contract is fully distributed. For Contracts with Non-Natural Owners, payment of the Death Benefit will be made to the surviving Annuitant or Joint Annuitant, not the Beneficiary. Payment of the Death Benefit will only be made to the Beneficiary if the surviving Annuitant or Joint Annuitant also dies before the entire interest in the Contract is fully distributed.

Upon the termination of this Rider, the charge for the Benefit, as shown in Section 3.02 of this Rider, ends.

3.04 Endorsements Applicable to this GMIB with GWBL Rider

[This GMIB with GWBL Rider is subject to the transfer rules described in the Endorsement Applicable to Asset Transfer Program Endorsement.]

[Amounts allocated to your Contract when this Rider is elected are subject to the terms and conditions of the Endorsement Applicable to Investment Options, as described therein.]

3.05 Reports and Notices

At least once each year until the Maturity Date, we will send you a report showing, as applicable: the GMIB Benefit Base and the related AWA or the GWBL Benefit Base and the related GAWA described in this Rider.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records.

Notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

A handwritten signature in black ink, appearing to read "Mark Pearson".

Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[

A handwritten signature in black ink, appearing to read "Karen Field Hazin".

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

Attachment A

Guaranteed Minimum Income Benefit Table of Guaranteed Annuity Purchase Factors For Initial Level Annual Income [Single Life] – [Male] Annual Rates Based on the Application of \$100 Purchase Factors

<u>Election Age</u>	<u>Life Annuity with a Period Certain</u>	<u>Life Annuity</u>
60	3.63%	3.65
61	3.70	3.72
62	3.77	3.80
63	3.85	3.88
64	3.92	3.96
65	4.00	4.04
66	4.09	4.13
67	4.18	4.23
68	4.27	4.33
69	4.36	4.43
70	4.46	4.54
71	4.56	4.65
72	4.67	4.77
73	4.78	4.90
74	4.90	5.03
75	5.02	5.17
76	5.14	5.31
77	5.27	5.46
78	5.40	5.62
79	5.54	5.79
80	5.68	5.97
81	5.89	6.15
82	6.10	6.35
83	6.34	6.56
84	6.58	6.77
85	6.85	7.00

Other forms of annuities may be available.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.5% interest and mortality equal to 61% for males and 57% for females of the Annuity 2000 Mortality Table projected for (attained age minus 20, but not less than 30) years at 1.15% for males and 1.35% for females.]

ACCUMULATORSM ALL SERIES

Enrollment Form/Application

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. [2011GAC] and
Application for Individual Contract

Please make checks payable to:

AXA Equitable

First-Class Mail:

AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577



AXA EQUITABLE

Express Mail:

AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619

For Assistance, please call [800-338-3434]

[www.axa-equitable.com]

AXA Advisors, LLC

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series:

- Series availability varies and is subject to state and firm approval.

☐ **Series B** ☐ **Series L** ☐ **Series CP[®]** ☐ **Series C**

B. Choose a Contract Type.

Available for All Series

- ☐ Non-Qualified
- ☐ Traditional IRA
- ☐ Roth IRA

NOT available for all Series.

- ☐ Qualified Plan Defined Contribution (DC) (**Not available for Series C**)
- ☐ Qualified Plan Defined Benefit (DB) (**Not available for Series C**)
- ☐ Inherited IRA BCO¹ (Direct Transfer of Decedent IRA) (**Not available for Series CP[®]**)
- ☐ Inherited Roth IRA BCO¹ (Direct Transfer of Decedent Roth IRA) (**Not available for Series CP[®]**)
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹ (**Not available for Series CP[®]**)
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO¹ (**Not available for Series CP[®]**)

C. Total Initial Contribution(s): \$ _____

Series CP[®] only: Expected First Twelve Months Contribution(s): \$ _____

The Amount entered determines the Series CP[®] Credit Percentage and assumes multiple Contributions will be made (see Section 13).

Specify Method(s) of Payment:

- ☐ Check or Wire
- ☐ 1035 Exchange (from Single Owner Contract, NQ only)
- ☐ 1035 Exchange (from Joint Owner Contract, NQ only)
- ☐ CD or Mutual Fund Proceeds (NQ only)
- ☐ Direct Transfer (IRA or Roth)
- ☐ Rollover from eligible retirement plan (IRA or Roth)
- ☐ IRA Regular Contribution for the year 20__ (IRA or Roth)²
- ☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA only)¹ (**Not available for Series CP[®]**)
- ☐ Direct Rollover (Non-Spousal Beneficiary QP to an Inherited Roth IRA)¹ (**Not available for Series CP[®]**)

¹ GMIB is not available.

² Available for Series B only.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104



2. Account Registration (Please print)**A. Owner****(Must be legal resident of US.)**

- ☒ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB)¹ ☐ UGMA/UTMA (State _____ Child's SSN _____)
☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner²
☐ Non-Spousal Beneficiary of Deceased QP Participant²
☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 4.

Email Address

Patriot Act information¹

- ☒ 1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

¹The annuitant must complete this section if the owner is not an individual.

B. Joint Owner**(Must be legal resident of US.)**

- The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

Email Address

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

C. Annuitant (If other than Owner.)¹☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

¹Annuitant must complete the Patriot Act Information section if the owner is NOT an individual.**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)
2. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)
3. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)

B. Contingent

1. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)
2. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)
3. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)

4. Special Instructions**Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:**

Mailing Address — P.O. Box accepted _____ City _____ State _____ Zip Code _____

5. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 8 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

A. Guaranteed Minimum Income Benefit (GMIB)¹



Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section.

- GMIB is declined unless "Yes" is checked below.
- Owner issue ages 20-75²

There are two roll up rates that apply to the Roll up Benefit base. A Deferral Roll up rate of 5.5% is applicable at contract issue and until you begin taking withdrawals from the contract. An Annual Roll up Rate of 5% will apply beginning in the year in which you take a withdrawal through age 85.

You may ONLY pick GMIB I—Asset Allocation or GMIB II—Custom Selection, not both.

1. GMIB I—Asset Allocation

- If you elect GMIB I, you must elect Option A in Section 8.

Choose One:

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Highest Anniversary Value to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB I and Return of Principal GMDB³

2. GMIB II—Custom Selection

- If you elect GMIB II, you can elect either Option A or B in Section 8.

Choose One:

- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Highest Anniversary Value to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB II and Return of Principal GMDB³

B. Guaranteed Minimum Death Benefit (GMDB)



If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.
- For Owner issue ages 76-85, the Certificate/Contract will be issued with Return of Principal GMDB.⁴
- ☐ Return of Principal GMDB³ – Owner issue ages 0-85
- ☐ Highest Anniversary Value – Owner issue ages 0-75⁵

C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB⁵ – Owner issue ages 0-75⁵

6. Annual Reset Election

If you elected GMIB I or GMIB II in section 5A, your contract will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible. To opt out of the Automatic Reset Program, please check the box below.

- ☐ I decline the Automatic Reset Program.

Or to elect a Customized Reset Program, check the box below.

- ☐ Customized Reset Program Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year _____ only. I understand that resets will only occur during this time period if I am eligible.

Resets will occur automatically unless such automatic resets are or have been terminated. The reset will result in a new wait period of up to 10-years to exercise the GMIB and it may result in a higher charge.

¹ Not available for Inherited IRA/Inherited Roth IRA.

² The maximum issue age for Series CP® is 70 therefore any references to Owner issue ages 71 and older do not apply.

³ There is no charge for the Return of Principal death benefit.

⁴ The maximum issue age for Series CP® is 70 therefore any references to Owner issue ages 76 and older are replaced with 71 and older for Series CP®.

⁵ Not available for Qualified Plan Defined Benefit or Qualified Plan Defined Contribution.

7. Special Dollar Cost Averaging Programs

- If you elect a Special DCA program below, you must allocate 100% of your initial contribution to that Special DCA program. You must also choose the Investment Options in Section 8 to which amounts will be transferred from the Special DCA Account.
- All future contributions will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Investment Options according to the instructions below.

Check box for one time period.

☐ 3 months ☐ 6 months ☐ 12 months

- Special DCA – Applies if Series B or Series L is elected in Section 1.
- Special Money Market DCA – Applies if Series CP® or Series C is elected in Section 1.
- You may have one DCA program in effect at any given time.

8. Investment Selection

Contribution Allocation – You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation Column, which must total 100%. All future contributions will be allocated according to the percentage below unless instructed otherwise by you.

If GMIB I, Asset Allocation was elected you **MUST** choose Option A.

If GMIB II, Custom Selection was elected you may choose either Option A below or Option B on page 6.

☐ **Option A:**

Contribution
Allocation %
(Required)

Fixed Account — Percentages must be whole numbers

_____ % Guaranteed Interest Option (GIO)

The maximum allocation to GIO is 25% of your Contribution.

Variable Investment Options — Percentages must be whole numbers

Asset Allocation

_____ % AXA Balanced Strategy
_____ % AXA Conservative Growth Strategy
_____ % AXA Conservative Strategy
_____ % AXA Growth Strategy
_____ % AXA Moderate Growth Strategy
_____ % EQ/Money Market

100%

TOTAL

☐ **Option B:**

- Percentages must be whole numbers.
- Under Option B, your account value is automatically rebalanced to these allocations quarterly, based on your Contract Year.
- Option B is not available if you elected GMIB I – Asset Allocation in Section 5.

**Contribution
Allocation %
(Required)**

[Category 1:

Fixed Income – You must allocate at least 30% of your Contribution to this Investment Option Category.

* You may not allocate more than 30% to this fund.

- _____ % EQ/Core Bond Index
- _____ % EQ/Intermediate Government Bond Index
- _____ % EQ/Money Market*
- _____ % EQ/Quality Bond PLUS
- _____ % Multimanager Core Bond

[Category 2:

Asset Allocation/Indexed – You may allocate up to 70% of your Contribution to this Investment Option Category. You must allocate at least 20% of your Contribution to this Investment Option Category if you select funds within Category 3 or Category 4.

* You may not exceed 40% per fund.

- _____ % AXA Balanced Strategy
- _____ % AXA Conservative Growth Strategy
- _____ % AXA Conservative Strategy
- _____ % AXA Growth Strategy
- _____ % AXA Moderate Growth Strategy
- _____ % AXA Tactical Manager 400*
- _____ % AXA Tactical Manager 500*
- _____ % AXA Tactical Manager 2000*
- _____ % AXA Tactical Manager International*

[Category 3:

Core Diversified – You may allocate up to 50% of your Contribution to this Investment Option Category. You may not exceed 25% per fund within this category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AXA Franklin Small Cap Value Core
- _____ % EQ/Equity Growth PLUS
- _____ % EQ/Franklin Core Balanced
- _____ % EQ/Franklin Templeton Allocation
- _____ % EQ/Global Bond PLUS
- _____ % EQ/Global Multi-Sector Equity
- _____ % EQ/International Core PLUS

**Contribution
Allocation %
(Required)**

[Category 3](continued):

- _____ % EQ/Large Cap Core PLUS
- _____ % EQ/Large Cap Growth PLUS
- _____ % EQ/Large Cap Value PLUS
- _____ % EQ/Mid Cap Value PLUS
- _____ % EQ/Mutual Large Cap Equity
- _____ % EQ/Templeton Global Eq
- _____ % Multimanager Aggressive Equity
- _____ % Multimanager International Equity
- _____ % Multimanager Large Cap Core Equity
- _____ % Multimanager Large Cap Value
- _____ % Multimanager Mid Cap Growth
- _____ % Multimanager Mid Cap Value
- _____ % Multimanager Multi-Sector Bond
- _____ % Multimanager Small Cap Growth
- _____ % Multimanager Small Cap Value

[Category 4:

Specialty – You may allocate up to 25% of your contribution to this Investment Option Category. You may not exceed 15% per fund within this Category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % All Asset Allocation
- _____ % EQ/AllianceBernstein Small Cap Growth
- _____ % EQ/Boston Advisors Equity Income
- _____ % EQ/Calvert Socially Responsible
- _____ % EQ/Capital Guardian Research
- _____ % EQ/Davis New York Venture
- _____ % EQ/GAMCO Small Company Value
- _____ % EQ/International Growth
- _____ % EQ/JPMorgan Value Opportunities
- _____ % EQ/Lord Abbett Large Cap Core
- _____ % EQ/Montag & Caldwell Growth
- _____ % EQ/Morgan Stanley Mid Cap Gr
- _____ % EQ/Oppenheimer Global
- _____ % EQ/PIMCO Ultra Short Bond
- _____ % EQ/T. Rowe Price Growth Stock
- _____ % EQ/UBS Growth & Income
- _____ % EQ/Van Kampen Comstock
- _____ % EQ/Wells Fargo Advantage Omega Gr
- _____ % Multimanager Technology

OPTION B TOTALS - MUST EQUAL 100%

$$\begin{array}{l} \text{Category 1} \end{array} \% + \begin{array}{l} \text{Category 2} \end{array} \% + \begin{array}{l} \text{Category 3} \end{array} \% + \begin{array}{l} \text{Category 4} \end{array} \% = \frac{100}{\text{TOTAL}} \%$$

9. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my Financial Professional named in Section 14 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

10. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**
2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If **Yes** to question number 2, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

11. Contract State

We will issue and deliver a contract to you based on your state of primary residence. If you sign the enrollment form/application in a state other than your primary residence state:

I certify that either:

- ☐ I have a second residence where the enrollment form/application was signed (the state of sale) or
- ☐ I work or maintain a business in the state where the enrollment form/application was signed (the state of sale).

12. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

13. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No Financial Professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- I understand that Credits will be allocated to my Account Value based on the Expected First Year Contribution Amount and that, if actual first year total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Account Value.
- Fees, Charges and Investment Options vary by Series.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 5. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 5.
- Withdrawals under the Certificate/Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 5 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- Unless otherwise declined, eligible contracts will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible. Resets will occur automatically unless such automatic resets are or have been terminated. The annual reset will result in a new wait period of up to 10 years to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset and the charge for the "Greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollover to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday. There will be no further Highest Anniversary Value increases, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☐ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

X

Proposed Owner's Signature Signed at: City, State Date

X

Proposed Annuitant's Signature (if other than Owner) Signed at: City, State Date

X

Proposed Joint Owner's Signature (if other than Annuitant) Signed at: City, State Date

X

Proposed Joint Annuitant's Signature (if other than Owner) Signed at: City, State Date

14. Financial Professional Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Financial Professional Signature Social Security Number or Rep. Code

Print Name % () - Phone Number

Client Account Number at Broker-Dealer Email Address Broker-Dealer Name

X

Secondary Financial Professional Signature Social Security Number or Rep. Code

Print Name % () - Phone Number

X

Tertiary Financial Professional Signature Social Security Number or Rep. Code

Print Name % () - Phone Number

Financial Professional Use Only. Contact your home office for program information.

☐ Option I ☐ Option II

(Once selected, program cannot be changed.)

¹ Not applicable to Series C.

ACCUMULATOR™ ALL SERIES

Enrollment Form/Application

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. [2011GAC] and
Application for Individual Contract

Please make checks payable to:

AXA Equitable

First-Class Mail:

AXA Equitable

Retirement Service Solutions

P.O. Box 1577

Secaucus, NJ 07096-1577



AXA EQUITABLE

Express Mail:

AXA Equitable

Retirement Service Solutions

500 Plaza Drive, 6th Floor

Secaucus, NJ 07094-3619

For Assistance, please call 888-517-9900

www.axa-equitable.com

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series:

- Series availability varies and is subject to state and firm approval.

☐ Series B ☐ Series L ☐ Series CP® ☐ Series C

B. Choose a Contract Type.

Available for All Series

- ☐ Non-Qualified
- ☐ Traditional IRA
- ☐ Roth IRA

NOT available for all Series.

- ☐ Qualified Plan Defined Contribution (DC) (Not available for Series C)
- ☐ Qualified Plan Defined Benefit (DB) (Not available for Series C)
- ☐ Inherited IRA BCO¹ (Direct Transfer of Decedent IRA) (Not available for Series CP®)
- ☐ Inherited Roth IRA BCO¹ (Direct Transfer of Decedent Roth IRA) (Not available for Series CP®)
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹ (Not available for Series CP®)
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO¹ (Not available for Series CP®)

C. Total Initial Contribution(s): \$ _____

Series CP® only: Expected First Twelve Months Contribution(s): \$ _____

The Amount entered determines the Series CP® Credit Percentage and assumes multiple Contributions will be made (see Section 13).

Specify Method(s) of Payment:

- ☐ Check or Wire
- ☐ 1035 Exchange (from Single Owner Contract, NQ only)
- ☐ 1035 Exchange (from Joint Owner Contract, NQ only)
- ☐ CD or Mutual Fund Proceeds (NQ only)
- ☐ Direct Transfer (IRA or Roth)
- ☐ Rollover from eligible retirement plan (IRA or Roth)
- ☐ IRA Regular Contribution for the year 20____ (IRA or Roth)²
- ☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA only)¹ (Not available for Series CP®)
- ☐ Direct Rollover (Non-Spousal Beneficiary QP to an Inherited Roth IRA)¹ (Not available for Series CP®)

¹ GMIB is not available.

² Available for Series B only.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104



2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

- ☒ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB)¹ ☐ UGMA/UTMA (State _____ Child's SSN _____)
☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner²
☐ Non-Spousal Beneficiary of Deceased QP Participant²
☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 4.

Email Address _____

Patriot Act Information¹

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

¹The annuitant must complete this section if the owner is not an individual.

B. Joint Owner (Must be legal resident of US.)

- The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

Email Address _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

C. Annuitant (If other than Owner.)¹☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

¹ Annuitant must complete the Patriot Act Information section if the owner is NOT an individual.**D. Joint Annuitant**

• For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)
2. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)
3. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)

B. Contingent

1. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)
2. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)
3. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)

4. Special Instructions**Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:**

Mailing Address — P.O. Box accepted City State Zip Code

5. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 8 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

A. Guaranteed Minimum Income Benefit (GMIB)¹

STOP Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section.

- GMIB is declined unless "Yes" is checked below.
- Owner issue ages 20-75

There are two roll up rates that apply to the Roll up Benefit base. A Deferral Roll up rate of 5.5% is applicable at contract issue and until you begin taking withdrawals from the contract. An Annual Roll up Rate of 5% will apply beginning in the year in which you take a withdrawal through age 85.

You may **ONLY** pick GMIB I—Asset Allocation or GMIB II—Custom Selection, not both.

1. GMIB I—Asset Allocation

- If you elect GMIB I, you must elect Option A in Section 8.

Choose One:

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Highest Anniversary Value to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB I and Return of Principal GMDB³

2. GMIB II—Custom Selection

- If you elect GMIB II, you can elect either Option A or B in Section 8.

Choose One:

- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Highest Anniversary Value to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB II and Return of Principal GMDB³

B. Guaranteed Minimum Death Benefit (GMDB)

STOP If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.
- For Owner issue ages 76-85 the Certificate/Contract will be issued with Return of Principal GMDB.⁴
- ☐ Return of Principal GMDB³— Owner issue ages 0-85
- ☐ Highest Anniversary Value – Owner issue ages 0-75

C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB⁵ – Owner issue ages 0-75

6. Annual Reset Election

If you elected GMIB I or GMIB II in section 5A, your contract will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible. To opt out of the Automatic Reset Program, please check the box below.

- ☐ I decline the Automatic Reset Program.

Or to elect a Customized Reset Program, check the box below.

- ☐ **Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year ____ only. I understand that resets will only occur during this time period if I am eligible.

Resets will occur automatically unless such automatic resets are or have been terminated. The reset will result in a new wait period of up to 10 years to exercise the GMIB and it may result in a higher charge.

¹ Not available for Inherited IRA/Inherited Roth IRA.

² The maximum issue age for Series CP[®] is 70, therefore any references to Owner issue ages 71 and older do not apply.

³ There is no charge for the Return of Principal death benefit.

⁴ The maximum issue age for Series CP[®] is 70, therefore any references to Owner issue ages 76 and older are replaced with 71 and older for Series CP[®].

⁵ Not available for Qualified Plan Defined Benefit or Qualified Plan Defined Contribution.

7. Special Dollar Cost Averaging Programs

- If you elect a Special DCA program below, you must allocate 100% of your initial contribution to that Special DCA program. You must also choose the Investment Options in Section 8 to which amounts will be transferred from the Special DCA Account.
- All future contributions will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Investment Options according to the instructions below.

Check box for one time period.

☐ 3 months ☐ 6 months ☐ 12 months

- Special DCA – Applies if Series B or Series L is elected in Section 1.
- Special Money Market DCA – Applies if Series CP® or Series C is elected in Section 1.
- You may have one DCA program in effect at any given time.

8. Investment Selection

Contribution Allocation – You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation Column, which must total 100%. All future contributions will be allocated according to the percentage below unless instructed otherwise by you.

If GMIB I, Asset Allocation was elected you **MUST** choose Option A.

If GMIB II, Custom Selection was elected you may choose either Option A below or Option B on page 6.

☐ **Option A:**

Contribution
Allocation %
(Required)

Fixed Account — Percentages must be whole numbers

_____ % Guaranteed Interest Option (GIO)

The maximum allocation to GIO is 25% of your Contribution.

Variable Investment Options — Percentages must be whole numbers

Asset Allocation

_____ % AXA Balanced Strategy
_____ % AXA Conservative Growth Strategy
_____ % AXA Conservative Strategy
_____ % AXA Growth Strategy
_____ % AXA Moderate Growth Strategy
_____ % EQ/Money Market

100%

TOTAL

☐ **Option B:**

- Percentages must be whole numbers.
- Under Option B, your account value is automatically rebalanced to these allocations quarterly, based on your Contract Year.
- Option B is not available if you elected GMIB I – Asset Allocation in Section 5.

**Contribution
Allocation %
(Required)**

Category 1:

Fixed Income – You must allocate at least 30% of your Contribution to this Investment Option Category.
* You may not allocate more than 30% to this fund.

- _____ % EQ/Core Bond Index
- _____ % EQ/Intermediate Government Bond Index
- _____ % EQ/Money Market*
- _____ % EQ/Quality Bond PLUS
- _____ % Multimanager Core Bond

Category 2:

Asset Allocation/Indexed – You may allocate up to 70% of your Contribution to this Investment Option Category. You must allocate at least 20% of your Contribution to this Investment Option Category if you select funds within Category 3 or Category 4.
* You may not exceed 40% per fund.

- _____ % AXA Balanced Strategy
- _____ % AXA Conservative Growth Strategy
- _____ % AXA Conservative Strategy
- _____ % AXA Growth Strategy
- _____ % AXA Moderate Growth Strategy
- _____ % AXA Tactical Manager 400*
- _____ % AXA Tactical Manager 500*
- _____ % AXA Tactical Manager 2000*
- _____ % AXA Tactical Manager International*

Category 3:

Core Diversified – You may allocate up to 50% of your Contribution to this Investment Option Category. You may not exceed 25% per fund within this category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AXA Franklin Small Cap Value Core
- _____ % EQ/Equity Growth PLUS
- _____ % EQ/Franklin Core Balanced
- _____ % EQ/Franklin Templeton Allocation
- _____ % EQ/Global Bond PLUS
- _____ % EQ/Global Multi-Sector Equity
- _____ % EQ/International Core PLUS

**Contribution
Allocation %
(Required)**

Category 3 (continued):

- _____ % EQ/Large Cap Core PLUS
- _____ % EQ/Large Cap Growth PLUS
- _____ % EQ/Large Cap Value PLUS
- _____ % EQ/Mid Cap Value PLUS
- _____ % EQ/Mutual Large Cap Equity
- _____ % EQ/Templeton Global Eq
- _____ % Multimanager Aggressive Equity
- _____ % Multimanager International Equity
- _____ % Multimanager Large Cap Core Equity
- _____ % Multimanager Large Cap Value
- _____ % Multimanager Mid Cap Growth
- _____ % Multimanager Mid Cap Value
- _____ % Multimanager Multi-Sector Bond
- _____ % Multimanager Small Cap Growth
- _____ % Multimanager Small Cap Value

Category 4:

Specialty – You may allocate up to 25% of your contribution to this Investment Option Category. You may not exceed 15% per fund within this Category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % All Asset Allocation
- _____ % EQ/AllianceBernstein Small Cap Growth
- _____ % EQ/Boston Advisors Equity Income
- _____ % EQ/Calvert Socially Responsible
- _____ % EQ/Capital Guardian Research
- _____ % EQ/Davis New York Venture
- _____ % EQ/GAMCO Small Company Value
- _____ % EQ/International Growth
- _____ % EQ/JPMorgan Value Opportunities
- _____ % EQ/Lord Abbett Large Cap Core
- _____ % EQ/Montag & Caldwell Growth
- _____ % EQ/Morgan Stanley Mid Cap Gr
- _____ % EQ/Oppenheimer Global
- _____ % EQ/PIMCO Ultra Short Bond
- _____ % EQ/T. Rowe Price Growth Stock
- _____ % EQ/UBS Growth & Income
- _____ % EQ/Van Kampen Comstock
- _____ % EQ/Wells Fargo Advantage Omega Gr
- _____ % Multimanager Technology

OPTION B TOTALS – MUST EQUAL 100%

$$\frac{\text{Category 1}}{\text{Category 1}} \% + \frac{\text{Category 2}}{\text{Category 2}} \% + \frac{\text{Category 3}}{\text{Category 3}} \% + \frac{\text{Category 4}}{\text{Category 4}} \% = \frac{100}{\text{TOTAL}} \%$$

9. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my registered representative named in Section 14 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

10. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If **Yes** to question number 2, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

11. Contract State

We will issue and deliver a contract to you based on your state of primary residence. If you sign the enrollment form/application in a state other than your primary residence state:

I certify that either:

☐ I have a second residence where the enrollment form/application was signed (the state of sale) or

☐ I work or maintain a business in the state where the enrollment form/application was signed (the state of sale).

12. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

13. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- I understand that Credits will be allocated to my Account Value based on the Expected First Year Contribution Amount and that, if actual first year total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Account Value.
- Fees, Charges and Investment Options vary by Series.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 5. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 5.
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- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 5 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- Unless otherwise declined, eligible contracts will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible. Resets will occur automatically unless such automatic resets are or have been terminated. The annual reset will result in a new wait period of up to 10 years to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset and the charge for the "Greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday. There will be no further Highest Anniversary Value increases, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☐ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

14. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Registered Representative Signature Social Security Number or Rep. Code
% () -
Print Name Phone Number

Client Account Number at Broker-Dealer Email Address Broker-Dealer Name

X

Secondary Registered Representative Signature Social Security Number or Rep. Code
% () -
Print Name Phone Number

X

Tertiary Registered Representative Signature Social Security Number or Rep. Code
% () -
Print Name Phone Number

Registered Representative Use Only. Contact your home office for program information.

☐ Option I ☐ Option II ☐ Option III¹ ☐ Option IV² ☐ Option V³

(Once selected, program cannot be changed.)

¹ Not applicable to Series C.

² Not applicable to Series CP® & C.

³ Applicable to Series B only.

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. [2006GAC] and Application for Individual Contract

Please make checks payable to: AXA Equitable

First Class Mail: AXA Equitable, [Retirement Service Solutions, P.O. Box 1577, Secaucus, NJ 07096-1577]

Express Mail: AXA Equitable, [Retirement Service Solutions, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619]

For assistance, please call [888-517-9900]

[www.axa-equitable.com]

Please verify that the information reflects your choices/elections and sign where indicated.

CONTRACT SPECIFICS

Product Name: [Series B] ②

Total Initial Contribution(s): [\$20,000] ①

[\$5,000]

Type of Contract:

Method of Payment(s):

[Non-Qualified]

[Check]

[Rollover from eligible retirement plan (IRA or Roth)]

Contribution Year: [2011]

ACCOUNT REGISTRATION

Owner Type: [Individual] ① + ③

Owner Information

Name: [John Doe]

Residential Address: [123 Main Street] ①

[Apt. 8F]

[Anytown, Anystate 99999]

Mailing Address:

Daytime Phone #: [212-555-1234] ①

Gender: [Male]

Date of Birth: [08/01/1950]

TIN: [123-45-6789]

TIN Type: [SSN]

Email Address: [john.doe@yahoo.com]

Joint Owner Information

Name:

Residential Address:

Mailing Address:

Daytime Phone #:

Gender:

Date of Birth:

TIN:

TIN Type:

Email Address:

Owner Patriot Act Information

US Citizen: [Yes]

US Visa Category:

Occupation: [Vice President]

Employer: [AXA Equitable] ① + ④

Form of Identification: [Driver's License]

Identification Number: [M123456789123]

Exp. Date: [Oct. 2012]

Joint Owner Patriot Act Information

US Citizen:

US Visa Category:

Occupation:

Employer:

Form of Identification:

Identification Number:

Exp. Date:]

Annuitant Information

Name: [Jane Doe]

Residential Address: [123 Main Street]

[Apt. 8F]

[Anytown, Anystate 99999] ①

Date of Birth: [07/01/1950]

Gender: [Female]

TIN: [111-22-3333]

TIN Type: [SSN]

Joint Annuitant Information

Name:

Residential Address:

Date of Birth:

Gender:

TIN:

TIN Type:

[146083]

BENEFICIARY(IES)

<u>Name</u>	<u>Beneficiary Type</u>	<u>Percentage Allocation</u>	<u>Relationship to Owner</u>	<u>Date of Birth</u>
[Sue Doe]	[Primary]	[50%]	[Daughter]	[03/19/1975]
① [Nancy Doe]	[Primary]	[50%]	[Daughter]	[09/19/1977]
[Mary Doe]	[Contingent]	[100%]	[Granddaughter]	[08/25/2000]

OPTIONAL BENEFIT

① [GMIB II and "Greater of" GMDB II]
⑤ [Earnings Enhancement Benefit]
⑤ [Automatic Reset Election]

DOLLAR COST AVERAGING PROGRAMS

[Your initial contribution will be allocated 100% to the Special Dollar Cost Averaging program elected in this section.]

① + ⑥ [Special DCA 12-Months]

INVESTMENT SELECTION

⑦ [AXA Balanced Strategy IB]	[25%]	[AXA Growth Strategy IB]	[25%]
[EQ/Equity Growth PLUS]	[25%]	[EQ/Capital Guardian Research]	[25%]

INVESTMENT SELECTION – CONTINUED

SPECIAL INSTRUCTIONS

CONTRACT STATE

- ☒ I have a second residence where the enrollment form/application was signed (the state of sale) or
- ☐ I work or maintain a business in the state where the enrollment form/application was signed (the state of sale).

CURRENT INSURANCE

1. Do you have any other existing life insurance or annuities? ☐ Yes ☒ No
2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?
☐ Yes ☒ No

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

FRAUD WARNINGS

[Arkansas, Louisiana, New Mexico, Rhode Island, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **Colorado, District of Columbia, Kentucky, Maine, Tennessee, Virginia, Washington:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **Florida:** Any person who knowingly and with an intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. **Oklahoma:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. **Oregon:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement that is material to the interests of an insurer may be guilty of insurance fraud.]

All Other States: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

SIGNATURES AND ACKNOWLEDGEMENTS

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in the Account Registration section is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- I acknowledge that I have reviewed the prospectus that explains the investment options, fees and benefits available to me and agree that the elections set forth in this application will meet my financial goals.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT :

- No optional benefit is elected unless this application shows that I have elected an optional benefit. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in the Optional Benefit Election section.
- Withdrawals under the Certificate/Contract may reduce my benefit.
- The crediting rate for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in the Optional Benefit Election Section may be of limited usefulness because federal income tax lifetime required minimum distributions begins after 70 ½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- Unless otherwise declined, eligible contracts will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible. Resets will occur automatically unless such automatic resets are or have been terminated. The annual reset will result in: a new wait period of up to 10 years to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset and the charge for the "Greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age [85] benefit base on each Contract Anniversary, no reset will occur. To cancel my reset I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least [30 days] prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised [30 days] after the contract anniversary following my [85th] birthday. There will be no further Highest Anniversary Value Increases, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most recent prospectus for Accumulator. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

☒ **Yes.** By checking this box, and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and that I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☒ By checking this box, providing my email address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing that all information and statements are true and complete and the elections that you have made in this enrollment form/application are accurate and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

X	[John Doe]	[Anytown, Anystate]	[5/1/2011]
	Proposed Owner's Signature Signed at:	City, State	Date
X	[Jane Doe]	[Anytown, Anystate]	[5/1/2011]
	Proposed Annuitant's Signature (if other than owner) Signed at:	City, State	Date
X			
	Proposed Joint Owner's Signature (if other than annuitant) Signed at:	City, State	Date
X			
	Proposed Joint Annuitant's Signature (if other than owner) Signed at:	City, State	Date

REGISTERED REPRESENTATIVE SECTION

1. Does the proposed insured have any existing life insurance or annuity contracts? ☐ Yes ☒ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming that the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☒ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquired about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associated with) a foreign military government or political official? ☒ Yes ☐ No
4. Is the Proposed Insured currently Active Duty Member of the Armed Forces? ☐ Yes ☒ No

REGISTERED REPRESENTATIVE INFORMATION

Registered Representative Name: [John Smith]
Rep Code: [12345]
Phone Number: [212-555-2222]
Email Address: [john.smith@chase.com]
Broker-Dealer Name: [Chase]
Commission Option: [Option 1]

X	[John Smith]	[5/1/2011]
	Registered Representative Signature	Date

<i>SERFF Tracking Number:</i>	<i>ELAS-127154436</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48678</i>
<i>Company Tracking Number:</i>	<i>ICC11BASE1-A</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Accumulator 11</i>		
<i>Project Name/Number:</i>	<i>Accumulator 11/ICC11BASE1-A</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Variable Text/SOV Memorandums		
Comments:		
Replacing only the SOVs for 2011 App 01 ACC11 and 2011 App 02 ACC11 with revised SOVs.		
Attachments:		
Acc11-SOV B Share Data Pgs_Non ICC indiv.pdf		
Acc11-SOV C Share Data Pgs_Non ICC indiv.pdf		
Acc11-SOV CP Share Data Pgs_Non ICC indiv.pdf		
Acc11-SOV L Share Data Pgs_Non ICC indiv.pdf		
ICC11 VTM for Market Endorsements_Non ICC indiv.pdf		
VTM ICC11GMDB_Non ICC indiv.pdf		
VTM ICC11GMIB_Non ICC indiv.pdf		
VTM ICC11GOA ICC11ATP ICC11SDCA and ICC11MMSDCA_Non ICC indiv.pdf		
SOV - Gen - E 2011 App 02 ACC11.pdf		
SOV - Gen - Rev 2011 App 01 ACC11.PDF		
SOV - Gen - Rev 2011 App 02 ACC11.PDF		

	Item Status:	Status Date:
Satisfied - Item: Compliance Certification		
Comments:		
Attachments:		
ArkansasComplianceBull11-83Crt.pdf		
ArkansasComplianceCrt Regulation 19s 10B.pdf		
ArkansasConsentToSubmitRatesCrt.pdf		

	Item Status:	Status Date:
Satisfied - Item: Filing Letter		
Comments:		
Attachment:		

<i>SERFF Tracking Number:</i>	<i>ELAS-127154436</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48678</i>
<i>Company Tracking Number:</i>	<i>ICC11BASE1-A</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>Accumulator 11</i>		
<i>Project Name/Number:</i>	<i>Accumulator 11/ICC11BASE1-A</i>		

AR Accumulator 11 Filing Letter.pdf

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Contract Form ICC11BASE2-A or ICC11BASE2-B (depending on jurisdiction) and Data Pages ICC11DPACC-B marketed as AXA Equitable's "Accumulator 11 –Series B Share"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate *[in bold italics]* when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding (**QP-DB and QP-DC**), an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Contract ICC11BASE2-A or ICC11BASE2-B (depending on jurisdiction):

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address, telephone number and online address may change in the future.
3. **Cover Page:** Officer's titles and signatures are bracketed and may change in the future.

Data Pages ICC11DPACC-B:

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Page 1: (This item applies to Non Qualified Contracts only):** a Joint Annuitant may be named under the Contract.
3. **Data Page 1 (This item applies to Inherited IRA/Roth IRA Contracts only.):** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation "Special Surviving Spouse" will appear after the Owner's name and the Original Owner's date of death will be shown.
4. **Data Page 1 (This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.):** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant's name and date of death will be shown here.
5. **Data Page 1,** the following text will appear in the Data Pages for **QP** Contracts:
Employer: [ABC Company]
Plan: [ABC Company Plan]
6. **Data Page 2, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
7. **Data Pages 2, "Investment Option Endorsements" and "Optional Riders":** Any Benefit Endorsement or Optional Rider applicable to a Contract will be listed on the Data Pages.
8. **Data Page 2: "Maturity Date"** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. The range for age 95, is 80 to 120. "60 Days" may range from 30 to 120 days. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. Additional text will print on Data Pages issued under NQ and IRA Contracts as shown on Data Page 2. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.***
9. **Data Page 2, "BCO Distribution Commencement Date":** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional

IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as “Non-Spousal QP to Inherited IRA BCO Contracts”).

10. **Data Page 3 “Special Dollar Cost Averaging”:** Special DCA is available under this Series B Contract. The rate and duration are shown and may vary as follows: Rate: 2-20%; Duration: 3 to 24 months.
11. **Data Page 3 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

12. **Data Page 3, “Investment Options”:** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable’s Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department. A client may select from Investment Options - Option A or Investment Options – Option B. Investment Options – Option A are shown in the Data Pages. Investment Options - Option B are shown below.

Option B:

EQ/Core Bond Index
EQ/Intermediate Government Bond Index
EQ/Money Market
EQ/Quality Bond PLUS
Multimanager Core Bond
AXA Balanced Strategy
AXA Conservative Growth Strategy
AXA Conservative Strategy
AXA Growth Strategy
AXA Moderate Growth Strategy
AXA Tactical Manager 400
AXA Tactical Manager 500
AXA Tactical Manager 2000
AXA Tactical Manager International
EQ/AXA Franklin Small Cap Value Core
EQ/Equity Growth PLUS
EQ/Franklin Core Balanced

EQ/Franklin Templeton Allocation
 EQ/Global Bond PLUS
 EQ/Global Multi-Sector Equity
 EQ/International Core PLUS
 EQ/Large Cap Core PLUS
 EQ/Large Cap Growth PLUS
 EQ/Large Cap Value PLUS
 EQ/Mid Cap Value PLUS
 EQ/Mutual Large Cap Equity
 EQ/Templeton Global Equity
 Multimanager Aggressive Equity
 Multimanager International Equity
 Multimanager Large Cap Core Equity
 Multimanager Large Cap Value
 Multimanager Mid Cap Growth
 Multimanager Mid Cap Value
 Multimanager Multi-Sector Bond
 Multimanager Small Cap Growth
 Multimanager Small Cap Value
 All Asset Allocation
 EQ/AllianceBernstein Small Cap Growth
 EQ/Boston Advisors Equity Income
 EQ/Calvert Socially Responsible
 EQ/Capital Guardian Research
 EQ/Davis New York Venture
 EQ/GAMCO Small Company Value
 EQ/International Growth
 EQ/JPMorgan Value Opportunities
 EQ/Lord Abbett Large Cap Core
 EQ/Montag & Caldwell Growth
 EQ/Morgan Stanley Mid Cap Growth
 EQ/Oppenheimer Global
 EQ/PIMCO Ultra Short Bond
 EQ/T. Rowe Price Growth Stock
 EQ/UBS Growth & Income
 EQ/Van Kampen Comstock
 EQ/Wells Fargo Advantage Omega Growth
 Multimanager Technology

We reserve the right to limit the number of Investment Options an Owner may elect to 90. "90" may vary from 50 to 150.

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 5 to 100%.

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under Option A. No more than 25% of the total Annuity Account Value may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage

limit may range from 5 to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time.

13. **Data Page 4 “Contribution and Allocations”:**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts and 75 for QP Contracts. The ages shown immediately above may range plus or minus 10 years.

Data Page 3 “Initial Contribution Received”: The Owner’s initial Contribution amount will appear on Data Page 3.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits as shown in Table A. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business.

Data Page 4, “Subsequent Contributions”: Text will vary by market segment as shown in the Data Pages.

Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Owner’s market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
\$5,000 (Range of \$1,000 to \$50,000)	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation (Range of \$20 to \$2,000)

Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer’s check. We may refuse to accept any

	Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant's accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer's check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be "regular" IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.</p> <p>We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from an [Accumulator or Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator or Retirement Cornerstone] Traditional IRA Contract.</p> <p><i>Product marketing name references are variable. Additional AXA Equitable Products may be included if we permit such conversion. \$5,000 may range from \$500 to \$25,000. 25% may range from 5% to 50%.</i></p>
Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA	<p>We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant's Applicable Plan. No subsequent Contributions can be made.</p> <p>Subsequent Contributions are not permitted under the Contract. Accordingly, the following text will not print: [Subsequent Contributions are limited to the first Contract Year.]</p>
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Inherited Roth IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.

Partial Roth IRA Conversion Contracts	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. <i>This percentage may range from 0 to 100%.</i>
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14. **Data Page 4, "Contributions and Allocations":** We may refuse to accept any Contribution if the sum of all Contributions under all [Accumulator Retirement Cornerstone] Contracts with the same Annuitant or Owner would then total more than [\$1,500,000] (range \$500,000 to \$5,000,000). Product marketing name references are variable.

Data Page 4, "Contributions and Allocations": We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total [\$2,500,000] (range \$100,000 to \$10,000,000).
15. **Data Pages 4-5, Transfer Rules:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity (45 days may range from 30 to 120 days).
16. **Data Page 5, Transfer Percentage Limit:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 5 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.
17. **Data Page 5, Endorsement Text:** The cited endorsements will be issued under a Contract as described in the Data Pages.
18. **Data Page 5, "Withdrawals":** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

The following text will appear for QP Contracts only: [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]
19. **Data Page 6, "Contract Termination":** The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000.
20. **Data Page 6, "Normal Form of Annuity":** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract's maturity. We reserve the

right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contract.***

21. **Data Page 6 “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”**: The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1 to 8%.
22. **Data Page 6, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”**: The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The \$2000 amount may range from \$1500 to \$7500; the \$20 amount may range from \$10 to \$100.
23. **Data Page 7, “Free Withdrawal Amount”**: The Free Withdrawal Amount may range from 5% to 30%. The 90 day period may range from 45 to 180 days.
24. **Data Page 7, “Annual Administrative Charge”**: The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. The minimum Annuity Account Value of \$50,000 may range from \$25,000 to \$100,000.
25. **Data Page 8, “Transfer Charges and the Number of Free Transfers”**: The number of free transfers [12] is shown (range 4-24). The charge for any transfer in excess of the number of free transfers will not exceed \$35.
26. **Data Page 8, “Contract Fee”**: Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will range from 1.00% to 2.00%.

In addition, a Variable Investment Option Facilitation Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

27. **Data Page 9, “Third Party Transfer Charge”**: This charge may range from \$0 to \$125.
28. **Data Page 9, “Alternate Payment method”** - As stated in Section 9.07 of the Contract, we may implement an alternate payment method. If we do so, the following text will be shown on Data Page 9:

Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located

in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$35.

The Check Preparation Charge may range from \$0 to \$85.

29. **Data Pages 10-12:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

Part E – Rider References in Data Pages

GMIB

1. **Annual Rollup Rate:** The rate may range from 0.5% to 10%.
2. **Deferral Bonus Rollup Rate:** The rate may range from 0.5% to 10%.
3. “30 days” as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
4. “Age 85” with respect to the operation of the Annual Ratchet and Rollup provisions of the rider as shown in this section and throughout the Rider may range from ages 70 to 95. Accordingly “85th birthday” would range from “70th to 95th birthday.”
5. Page 3 and later: Reference to bracketed “first” Contract Date Anniversary as shown in this section and throughout the Rider may range from first to fifteenth.
6. Age 76 will range from 70 to 95.
7. Applicable Percentage Table: The age breaks may vary by plus or minus 10 years for each range. The Applicable Percentage may vary by plus or minus 200 basis points per age break.

Under “The Cost of this Rider,” text is shown for a Contract Owner electing GMIB I. GMIB II is priced differently. Accordingly, the following paragraph will apply under Contracts issued with the GMIB II Rider: *Guaranteed Minimum Income Benefit: The current charge for this benefit is [1.10%] of the GMIB Benefit Base and [1.10%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge upon reset of the Rollup Benefit Base benefit is [1.40%] of the Rider’s Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.*

Charge as shown	Range for Charge
GMIB I 0.90%	0.65-1.40%
GMIB I max 1.20%	0.95-1.70%
GMIB II 1.10%	0.65-1.40%
GMIB II max 1.40%	0.95-1.70%

“Greater of” Death Benefit

1. **Annual Rollup Rate:** The rate may range from 0.5% to 10%.
2. **Deferral Bonus Rollup Rate:** The rate may range from 0.5% to 10%.
3. “30” days may range from 15 to 120 days.
4. “first” Contract Date Anniversary may range from the first to the tenth Contract Date Anniversary.
5. “85th” birthday may range from 70th to 95th birthday.
6. **The Cost of this Rider:** The text shown as filed is what will appear for a Contract Owner electing GMIB I with this Rider. Since the GMIB II rider is priced differently, the following paragraph will apply under Contracts issued with this Rider and the GMIB II Rider: *The current charge for this benefit is [1.10%] of the GMDB Benefit Base. The charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider’s Benefit Base.*

Cost of Rider ranges: For this Rider with GMIB I, the current charge of “0.90%” will range from 0.65% to 1.40% and the maximum charge of “1.05%” will range from 0.80% to 1.55%. For this Rider with GMIB II, the current charge of “1.10%” will range from 0.65% to 1.40% and the maximum charge of “1.25%” will range from 0.80% to 1.55%.

Highest Anniversary Value Death Benefit

1. The charge of 0.35% may range from 0.15% to 0.75%.

Highest Anniversary Value Death Benefit (when GMIB is also elected)

1. Effect of Withdrawals on your Highest Anniversary Value Benefit Base.

Currently, prior to completion of one Contract Year, reductions are on a pro-rata basis, therefore, the following sentence will appear: “Prior to completion of “one” “Contract Year(s)”, your HAV GMDB will be reduced on a pro-rata basis”. If this changes in the future, the above sentence will not appear and the phrase: “After completion of your first Contract Year” in the first sentence of the second paragraph will not appear.

“One” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years. “First” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years.

“30 days thereafter” may range from 15 to 120 days.

“5%” may range from 0.05% to 10%.

“85th” birthday may range from 70th to 95th birthday.

2. The charge of 0.35% may range from 0.15% to 0.75%.

Earnings Enhancement Benefit

1. The percentage used to determine the Earnings Enhancement Death Benefit increment is based on the Owner's issue age. "40%" may range from 20% to 60%; "25%" may range from 5% to 50%. "Age 70" may range from age 55 to 75; ages "71 through 75" may range from ages 56 to 85.
2. The current marketing name is shown in the Rider. If the marketing name changes, the designated name will appear.
3. The charge of "0.35%" for the Rider will range from 0.20% to 0.90%.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Contract Form ICC11BASE1-A or ICC11BASE1-B (depending on jurisdiction) and Data Pages ICC11DPACC-C marketed as AXA Equitable's "Accumulator 11 –Series C Share"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate *[in bold italics]* when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's optional benefit elections at application.

The Contract is available for issue as an annuity for an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Contract ICC11BASE1-A or ICC11BASE1-B (depending on jurisdiction):

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address, telephone number and online address may change in the future.
3. **Cover Page:** Officer's titles and signatures are bracketed and may change in the future.

Data Pages ICC11DPACC-C:

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Page 1: (This item applies to Non Qualified Contracts only):** a Joint Annuitant may be named under the Contract.
3. **Data Page 1 (This item applies to Inherited IRA/Roth IRA Contracts only.):** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation "Special Surviving Spouse" will appear after the Owner's name and the Original Owner's date of death will be shown.
4. **Data Page 1 (This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.):** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant's name and date of death will be shown here.
5. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
6. **Data Pages 2, "Investment Option Endorsements" and "Optional Riders":** Any Benefit Endorsement or Optional Rider applicable to a Contract will be listed on the Data Pages.
7. **Data Page 2: "Maturity Date"** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. The range for age 95, is 80 to 120. "60 Days" may range from 30 to 120 days. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. Additional text will print on Data Pages issued under NQ and IRA Contracts as shown on Data Page 2. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.***
8. **Data Page 2, "BCO Distribution Commencement Date":** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as "Non-Spousal QP to Inherited IRA BCO Contracts").

9. **Data Page 3 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

10. **Data Page 3, “Investment Options”:** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable’s Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department. A client may select from Investment Options - Option A or Investment Options – Option B. Investment Options – Option A are shown in the Data Pages. Investment Options - Option B are shown below.

Option B:

EQ/Core Bond Index
EQ/Intermediate Government Bond Index
EQ/Money Market
EQ/Quality Bond PLUS
Multimanager Core Bond
AXA Balanced Strategy
AXA Conservative Growth Strategy
AXA Conservative Strategy
AXA Growth Strategy
AXA Moderate Growth Strategy
AXA Tactical Manager 400
AXA Tactical Manager 500
AXA Tactical Manager 2000
AXA Tactical Manager International
EQ/AXA Franklin Small Cap Value Core
EQ/Equity Growth PLUS
EQ/Franklin Core Balanced
EQ/Franklin Templeton Allocation
EQ/Global Bond PLUS
EQ/Global Multi-Sector Equity
EQ/International Core PLUS
EQ/Large Cap Core PLUS
EQ/Large Cap Growth PLUS
EQ/Large Cap Value PLUS

EQ/Mid Cap Value PLUS
 EQ/Mutual Large Cap Equity
 EQ/Templeton Global Equity
 Multimanager Aggressive Equity
 Multimanager International Equity
 Multimanager Large Cap Core Equity
 Multimanager Large Cap Value
 Multimanager Mid Cap Growth
 Multimanager Mid Cap Value
 Multimanager Multi-Sector Bond
 Multimanager Small Cap Growth
 Multimanager Small Cap Value
 All Asset Allocation
 EQ/AllianceBernstein Small Cap Growth
 EQ/Boston Advisors Equity Income
 EQ/Calvert Socially Responsible
 EQ/Capital Guardian Research
 EQ/Davis New York Venture
 EQ/GAMCO Small Company Value
 EQ/International Growth
 EQ/JPMorgan Value Opportunities
 EQ/Lord Abbett Large Cap Core
 EQ/Montag & Caldwell Growth
 EQ/Morgan Stanley Mid Cap Growth
 EQ/Oppenheimer Global
 EQ/PIMCO Ultra Short Bond
 EQ/T. Rowe Price Growth Stock
 EQ/UBS Growth & Income
 EQ/Van Kampen Comstock
 EQ/Wells Fargo Advantage Omega Growth
 Multimanager Technology

We reserve the right to limit the number of Investment Options an Owner may elect to 90. “90” may vary from 50 to 150.

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 5 to 100%.

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under Option A. No more than 25% of the total Annuity Account Value may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage limit may range from 5 to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time.

11. **Data Page 4 “Contribution and Allocations”:**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts. The ages shown immediately above may range plus or minus 10 years.

Data Page 3 “Initial Contribution Received”: The Owner’s initial Contribution amount will appear on Data Page 3.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits as shown in Table A. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business.

Data Page 4, “Subsequent Contributions”: Text will vary by market segment as shown in the Data Pages.

Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Owner’s market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
\$25,000 (Range of \$1,000 to \$50,000)	\$500 (\$50 for IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation (Range of \$20 to \$2,000)

Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be “regular” IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans. We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs. Amounts converted from an [Accumulator or Retirement Cornerstone]

	<p>Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator or Retirement Cornerstone] Traditional IRA Contract.</p> <p><i>Product marketing name references are variable. Additional AXA Equitable Products may be included if we permit such conversion. \$5,000 may range from \$500 to \$25,000. 25% may range from 5% to 50%.</i></p>
Partial Roth IRA Conversion Contracts	<p>The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. <i>This percentage may range from 0 to 100%.</i></p>
Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA	<p>We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant's Applicable Plan. No subsequent Contributions can be made.</p> <p>Subsequent Contributions are not permitted under the Contract. Accordingly, the following text will not print: [Subsequent Contributions are limited to the first Contract Year.]</p>

12. **Data Page 4, "Contributions and Allocations":** We may refuse to accept any Contribution if the sum of all Contributions under all [Retirement Cornerstone] Contracts with the same Annuitant or Owner would then total more than [\$1,500,000] (range \$500,000 to \$5,000,000).

Data Page 4, "Contributions and Allocations": We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total [\$2,500,000] (range \$100,000 to \$10,000,000).
13. **Data Pages 4-5, Transfer Rules:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity (45 days may range from 30 to 120 days).
14. **Data Page 5, Transfer Percentage Limit:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 5 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.
15. **Data Page 5, Endorsement Text:** The cited Endorsement Applicable to the Asset Transfer Program (ATP) and the Endorsement Applicable to Investment Options will be issued under a Contract as described in the Data Pages.
16. **Data Page 5, "Withdrawals":** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may

range from \$100 to \$1000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

The following text will appear for QP Contracts only: [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

17. **Data Page 6, “Contract Termination”:** The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000.
18. **Data Page 6, “Normal Form of Annuity”:** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contract.***
19. **Data Page 6 “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”:** The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1 to 8%.
20. **Data Page 6, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”:** The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The \$2000 amount may range from \$1500 to \$7500; the \$20 amount may range from \$10 to \$100.
21. **Data Page 7, “Annual Administrative Charge”:** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. The minimum Annuity Account Value of \$50,000 may range from \$25,000 to \$100,000.
22. **Data Page 7, “Transfer Charges and the Number of Free Transfers”:** The number of free transfers [12] is shown (range 4-24). The charge for any transfer in excess of the number of free transfers will not exceed \$35.
23. **Data Page 7, “Contract Fee”:** Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will range from 1.00% to 2.00%.

In addition, a Variable Investment Option Facilitation Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

24. **Data Page 7, “Third Party Transfer Charge”:** This charge may range from \$0 to \$125.
25. **Data Page 7, “Check Preparation Charge”:** **“Alternate Payment method”** - As stated in Section 9.07 of the Contract, we may implement an alternate payment method. If we do so, the following text will be shown on Data Page 7:

Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$35.

The Check Preparation Charge may range from \$0 to \$85.

Part E – Rider References in Data Pages

GMIB

1. **Annual Rollup Rate:** The rate may range from 0.5% to 10%.
2. **Deferral Bonus Rollup Rate:** The rate may range from 0.5% to 10%.

“30 days” as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
3. “Age 85” with respect to the operation of the Annual Ratchet and Rollup provisions of the rider as shown in this section and throughout the Rider may range from ages 70 to 95. Accordingly “85th birthday” would range from “70th to 95th birthday.”
4. **Page 3 and later:** Reference to bracketed “first” Contract Date Anniversary as shown in this section and throughout the Rider may range from first to fifteenth.
5. Age 76 will range from 70 to 95.
6. **Applicable Percentage Table:** The age breaks may vary by plus or minus 10 years for each range. The Applicable Percentage may vary by plus or minus 200 basis points per age break.

Under “The Cost of this Rider,” text is shown for a Contract Owner electing GMIB I. GMIB II is priced differently. Accordingly, the following paragraph will apply under Contracts issued with the GMIB II Rider: *Guaranteed Minimum Income Benefit: The current charge for this benefit is [1.10%] of the GMIB Benefit Base and [1.10%] of the GWBL Benefit Base after the GWBL Conversion Effective Date The maximum charge upon reset of the Rollup Benefit Base benefit is*

[1.40%] of the Rider's Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.

Charge as shown	Range for Charge
GMIB I 0.90%	0.65-1.40%
GMIB I max 1.20%	0.95-1.70%
GMIB II 1.10%	0.65-1.40%
GMIB II max 1.40%	0.95-1.70%

“Greater of” Death Benefit

1. **Annual Rollup Rate:** The rate may range from 0.5% to 10%.
2. **Deferral Bonus Rollup Rate:** The rate may range from 0.5% to 10%.
3. “30” days may range from 15 to 120 days.
4. “first” Contract Date Anniversary may range from the first to the tenth Contract Date Anniversary.
5. “85th” birthday may range from 70th to 95th birthday.
6. **The Cost of this Rider:** The text shown as filed is what will appear for a Contract Owner electing GMIB I with this Rider. Since the GMIB II rider is priced differently, the following paragraph will apply under Contracts issued with this Rider and the GMIB II Rider: *The current charge for this benefit is [1.10%] of the GMDB Benefit Base. The charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider's Benefit Base.*

Cost of Rider ranges: For this Rider with GMIB I, the current charge of “0.90%” will range from 0.65% to 1.40% and the maximum charge of “1.05%” will range from 0.80% to 1.55%. For this Rider with GMIB II, the current charge of “1.10%” will range from 0.65% to 1.40% and the maximum charge of “1.25%” will range from 0.80% to 1.55%.

Highest Anniversary Value Death Benefit

1. The charge of 0.35% may range from 0.15% to 0.75%.

Highest Anniversary Value Death Benefit (when GMIB is also elected)

1. Effect of Withdrawals on your Highest Anniversary Value Benefit Base.

Currently, prior to completion of one Contract Year, reductions are on a pro-rata basis, therefore, the following sentence will appear: “Prior to completion of “one” “Contract Year(s)”, your HAV GMDB will be reduced on a pro-rata basis”. If this changes in the future, the above sentence will

not appear and the phrase: "After completion of your first Contract Year" in the first sentence of the second paragraph will not appear.

"One" "Contract Year" may range from the first 2 months following the Contract Date to 5 Contract Years.

"First" "Contract Year" may range from the first 2 months following the Contract Date to 5 Contract Years.

"30 days thereafter" may range from 15 to 120 days.

"5%" may range from 0.05% to 10%.

"85th" birthday may range from 70th to 95th birthday.

2. The charge of 0.35% may range from 0.15% to 0.75%.

Earnings Enhancement Benefit

1. The percentage used to determine the Earnings Enhancement Death Benefit increment is based on the Owner's issue age. "40%" may range from 20% to 60%; "25%" may range from 5% to 50%. "Age 70" may range from age 55 to 75; ages "71 through 75" may range from ages 56 to 85.
2. The current marketing name is shown in the Rider. If the marketing name changes, the designated name will appear.
3. The charge of "0.35%" for the Rider will range from 0.20% to 0.90%.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Contract Form ICC11BASE2-A or ICC11BASE2-B (depending on jurisdiction) and Data Pages ICC11DPACC-CP marketed as AXA Equitable's "Accumulator 11 –Series CP Share"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate *[in bold italics]* when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding (**QP-DB and QP-DC**), an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Contract ICC11BASE2-A or ICC11BASE2-B (depending on jurisdiction):

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address, telephone number and online address may change in the future.
3. **Cover Page:** Officer's titles and signatures are bracketed and may change in the future.

Data Pages ICC11DPACC-CP:

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Page 1: (This item applies to Non Qualified Contracts only):** a Joint Annuitant may be named under the Contract.
3. **Data Page 1,** the following text will appear in the Data Pages for **QP** Contracts:
Employer: [ABC Company]
Plan: [ABC Company Plan]
4. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
5. **Data Pages 2, "Investment Option Endorsements" and "Optional Riders":** Any Benefit Endorsement or Optional Rider applicable to a Contract will be listed on the Data Pages.
6. **Data Page 2: "Maturity Date"** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. The range for age 95, is 80 to 120. "60 Days" may range from 30 to 120 days. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. Additional text will print on Data Pages issued under NQ and IRA Contracts as shown on Data Page 2.
7. **Data Page 3, "Initial Contribution Received":** The following will appear in the Data Pages if the Owner indicates an Expected First Year Contribution Amount in his/her application.
[Expected First [12 Month] Contribution: [\$ 1,000,000.00]

The following text appears in Roth IRA Contracts only: *[Credits are not applied to Contributions that result from a Roth IRA conversion from [any AXA Equitable] Extra Credit Traditional IRA Contract].

8. **Data Page 3 "Guaranteed Interest Option":** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be

less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract's duration and the rate will not be reset.

9. **Data Page 3, "Investment Options":** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable's Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department. A client may select from Investment Options - Option A or Investment Options - Option B. Investment Options - Option A are shown in the Data Pages. Investment Options - Option B are shown below.

Option B:

EQ/Core Bond Index
EQ/Intermediate Government Bond Index
EQ/Money Market
EQ/Quality Bond PLUS
Multimanager Core Bond
AXA Balanced Strategy
AXA Conservative Growth Strategy
AXA Conservative Strategy
AXA Growth Strategy
AXA Moderate Growth Strategy
AXA Tactical Manager 400
AXA Tactical Manager 500
AXA Tactical Manager 2000
AXA Tactical Manager International
EQ/AXA Franklin Small Cap Value Core
EQ/Equity Growth PLUS
EQ/Franklin Core Balanced
EQ/Franklin Templeton Allocation
EQ/Global Bond PLUS
EQ/Global Multi-Sector Equity
EQ/International Core PLUS
EQ/Large Cap Core PLUS
EQ/Large Cap Growth PLUS
EQ/Large Cap Value PLUS
EQ/Mid Cap Value PLUS
EQ/Mutual Large Cap Equity
EQ/Templeton Global Equity
Multimanager Aggressive Equity
Multimanager International Equity
Multimanager Large Cap Core Equity
Multimanager Large Cap Value
Multimanager Mid Cap Growth

Multimanager Mid Cap Value
 Multimanager Multi-Sector Bond
 Multimanager Small Cap Growth
 Multimanager Small Cap Value
 All Asset Allocation
 EQ/AllianceBernstein Small Cap Growth
 EQ/Boston Advisors Equity Income
 EQ/Calvert Socially Responsible
 EQ/Capital Guardian Research
 EQ/Davis New York Venture
 EQ/GAMCO Small Company Value
 EQ/International Growth
 EQ/JPMorgan Value Opportunities
 EQ/Lord Abbett Large Cap Core
 EQ/Montag & Caldwell Growth
 EQ/Morgan Stanley Mid Cap Growth
 EQ/Oppenheimer Global
 EQ/PIMCO Ultra Short Bond
 EQ/T. Rowe Price Growth Stock
 EQ/UBS Growth & Income
 EQ/Van Kampen Comstock
 EQ/Wells Fargo Advantage Omega Growth
 Multimanager Technology

We reserve the right to limit the number of Investment Options an Owner may elect to 90. “90” may vary from 50 to 150.

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 5 to 100%.

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under Option A. No more than 25% of the total Annuity Account Value may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage limit may range from 5 to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time.

10. **Data Page 4 “Contribution and Allocations”:**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-70	71	95

* Issue Age is limited to age 75 for QP Contracts. The ages shown immediately above may range plus or minus 10 years.

Data Page 3 “Initial Contribution Received”: The Owner’s initial Contribution amount will appear on Data Page 3.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits as shown in Table A. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business.

Data Page 4, “Subsequent Contributions”: Text will vary by market segment as shown in the Data Pages.

Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Owner’s market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
\$10,000 (Range of \$1,000 to \$50,000)	\$500 (\$50 for IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation (Range of \$20 to \$2,000)

Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer’s check. We may refuse to accept any Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant’s accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer’s check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be “regular” IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	We may refuse to accept rollovers from designated Roth accounts under

	<p>Internal Revenue Code Sections 401(k) and 403(b) plans.</p> <p>We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from an [Accumulator or Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator or Retirement Cornerstone] Traditional IRA Contract.</p> <p><i>Product marketing name references are variable. Additional AXA Equitable Products may be included if we permit such conversion. \$5,000 may range from \$500 to \$25,000. 25% may range from 5% to 50%.</i></p>
Partial Roth IRA Conversion Contracts	<p>The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. <i>This percentage may range from 0 to 100%.</i></p>

11. **Data Page 4, "Contributions and Allocations":** We may refuse to accept any Contribution if the sum of all Contributions under all [Retirement Cornerstone] Contracts with the same Annuitant or Owner would then total more than [\$1,500,000] (range \$500,000 to \$5,000,000).

Data Page 4, "Contributions and Allocations": We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total [\$2,500,000] (range \$100,000 to \$10,000,000).
12. **Data Pages 4-5, Transfer Rules:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity (45 days may range from 30 to 120 days).
13. **Data Page 5, Transfer Percentage Limit:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 5 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.
14. **Data Page 5, Endorsement Text:** The cited Endorsement Applicable to the Asset Transfer Program (ATP) and the Endorsement Applicable to Investment Options will be issued under a Contract as described in the Data Pages.
15. **Data Page 5, "Withdrawals":** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may

range from \$100 to \$1000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

The following text will appear for QP Contracts only: [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

16. **Data Page 6, “Contract Termination”**: The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000.
17. **Data Page 6, “Normal Form of Annuity”**: The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations.
18. **Data Page 6 “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”**: The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1 to 8%.
19. **Data Page 6, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”**: The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The \$2000 amount may range from \$1500 to \$7500; the \$20 amount may range from \$10 to \$100.
20. **Data Page 7, “Free Withdrawal Amount”**: The Free Withdrawal Amount may range from 5% to 30%. The 90 day period may range from 45 to 180 days.
21. **Data Page 8, “Annual Administrative Charge”**: The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. The minimum Annuity Account Value of \$50,000 may range from \$25,000 to \$100,000.
22. **Data Page 8, “Transfer Charges and the Number of Free Transfers”**: The number of free transfers [12] is shown (range 4-24). The charge for any transfer in excess of the number of free transfers will not exceed \$35.
23. **Data Page 8, “Contract Fee”**: Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will range from 1.00% to 2.00%.

In addition, a Variable Investment Option Facilitation Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

24. **Data Page 9, “Third Party Transfer Charge”:** This charge may range from \$0 to \$125.
25. **Data Page 9, “Check Preparation Charge”:** **“Alternate Payment method”** - As stated in Section 9.07 of the Contract, we may implement an alternate payment method. If we do so, the following text will be shown on Data Page 7:

Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$35.

The Check Preparation Charge may range from \$0 to \$85.

26. **Data Pages 10-12:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

Part E – Rider References in Data Pages

GMIB

1. **Annual Rollup Rate:** The rate may range from 0.5% to 10%.
2. **Deferral Bonus Rollup Rate:** The rate may range from 0.5% to 10%.
3. “30 days” as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
4. “Age 85” with respect to the operation of the Annual Ratchet and Rollup provisions of the rider as shown in this section and throughout the Rider may range from ages 70 to 95. Accordingly “85th birthday” would range from “70th to 95th birthday.”
5. **Page 3 and later:** Reference to bracketed “first” Contract Date Anniversary as shown in this section and throughout the Rider may range from first to fifteenth.
6. Age 76 will range from 70 to 95.
7. **Applicable Percentage Table:** The age breaks may vary by plus or minus 10 years for each range. The Applicable Percentage may vary by plus or minus 200 basis points per age break.

Under “The Cost of this Rider,” text is shown for a Contract Owner electing GMIB I. GMIB II is priced differently. Accordingly, the following paragraph will apply under Contracts issued with the GMIB II Rider: *Guaranteed Minimum Income Benefit: The current charge for this benefit is [1.10%] of the GMIB Benefit Base and [1.10%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge upon reset of the Rollup Benefit Base benefit is [1.40%] of the Rider’s Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.*

Charge as shown	Range for Charge
GMIB I 0.90%	0.65-1.40%
GMIB I max 1.20%	0.95-1.70%
GMIB II 1.10%	0.65-1.40%
GMIB II max 1.40%	0.95-1.70%

“Greater of” Death Benefit

1. **Annual Rollup Rate:** The rate may range from 0.5% to 10%.
2. **Deferral Bonus Rollup Rate:** The rate may range from 0.5% to 10%.
3. “30” days may range from 15 to 120 days.
4. “first” Contract Date Anniversary may range from the first to the tenth Contract Date Anniversary.
5. “85th” birthday may range from 70th to 95th birthday.
6. **The Cost of this Rider:** The text shown as filed is what will appear for a Contract Owner electing GMIB I with this Rider. Since the GMIB II rider is priced differently, the following paragraph will apply under Contracts issued with this Rider and the GMIB II Rider: *The current charge for this benefit is [1.10%] of the GMDB Benefit Base. The charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider’s Benefit Base.*

Cost of Rider ranges: For this Rider with GMIB I, the current charge of “0.90%” will range from 0.65% to 1.40% and the maximum charge of “1.05%” will range from 0.80% to 1.55%. For this Rider with GMIB II, the current charge of “1.10%” will range from 0.65% to 1.40% and the maximum charge of “1.25%” will range from 0.80% to 1.55%.

Highest Anniversary Value Death Benefit

1. The charge of 0.35% may range from 0.15% to 0.75%.

Highest Anniversary Value Death Benefit (when GMIB is also elected)

1. Effect of Withdrawals on your Highest Anniversary Value Benefit Base

Currently, prior to completion of one Contract Year, reductions are on a pro-rata basis, therefore, the following sentence will appear: "Prior to completion of "one" "Contract Year(s)", your HAV GMDB will be reduced on a pro-rata basis". If this changes in the future, the above sentence will not appear and the phrase: "After completion of your first Contract Year" in the first sentence of the second paragraph will not appear.

"One" "Contract Year" may range from the first 2 months following the Contract Date to 5 Contract Years.

"First" "Contract Year" may range from the first 2 months following the Contract Date to 5 Contract Years.

"30 days thereafter" may range from 15 to 120 days.

"5%" may range from 0.05% to 10%.

"85th" birthday may range from 70th to 95th birthday.

2. The charge of 0.35% may range from 0.15% to 0.75%.

Earnings Enhancement Benefit

1. The percentage used to determine the Earnings Enhancement Death Benefit increment is based on the Owner's issue age. "40%" may range from 20% to 60%; "25%" may range from 5% to 50%. "Age 70" may range from age 55 to 75; ages "71 through 75" may range from ages 56 to 85.

2. The current marketing name is shown in the Rider. If the marketing name changes, the designated name will appear.

3. The charge of "0.35%" for the Rider will range from 0.20% to 0.90%.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Contract Form ICC11BASE2-A or ICC11BASE2-B (depending on jurisdiction) and Data Pages ICC11DPACC-L marketed as AXA Equitable's "Accumulator 11 –Series L Share"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate *[in bold italics]* when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding (**QP-DB and QP-DC**), an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Contract ICC11BASE2-A or ICC11BASE2-B (depending on jurisdiction):

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address, telephone number and online address may change in the future.
3. **Cover Page:** Officer's titles and signatures are bracketed and may change in the future.

Data Pages ICC11DPACC-L:

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Page 1: (This item applies to Non Qualified Contracts only):** a Joint Annuitant may be named under the Contract.
3. **Data Page 1 (This item applies to Inherited IRA/Roth IRA Contracts only.):** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation "Special Surviving Spouse" will appear after the Owner's name and the Original Owner's date of death will be shown.
4. **Data Page 1 (This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.):** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant's name and date of death will be shown here.
5. **Data Page 1,** the following text will appear in the Data Pages for **QP** Contracts:

Employer: [ABC Company]
Plan: [ABC Company Plan]
6. **Data Page 2, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
7. **Data Pages 2, "Investment Option Endorsements" and "Optional Riders":** Any Benefit Endorsement or Optional Rider applicable to a Contract will be listed on the Data Pages.
8. **Data Page 2: "Maturity Date"** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. The range for age 95, is 80 to 120. "60 Days" may range from 30 to 120 days. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. Additional text will print on Data Pages issued under NQ and IRA Contracts as shown on Data Page 2. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.***
9. **Data Page 2, "BCO Distribution Commencement Date":** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional

IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as “Non-Spousal QP to Inherited IRA BCO Contracts”).

10. **Data Page 3 “Special Dollar Cost Averaging”:** Special DCA is available under this Series B Contract. The rate and duration are shown and may vary as follows: Rate: 2-20%; Duration: 3 to 24 months.
11. **Data Page 3 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

12. **Data Page 3, “Investment Options”:** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable’s Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department. A client may select from Investment Options - Option A or Investment Options – Option B. Investment Options – Option A are shown in the Data Pages. Investment Options - Option B are shown below.

Option B:

EQ/Core Bond Index
EQ/Intermediate Government Bond Index
EQ/Money Market
EQ/Quality Bond PLUS
Multimanager Core Bond
AXA Balanced Strategy
AXA Conservative Growth Strategy
AXA Conservative Strategy
AXA Growth Strategy
AXA Moderate Growth Strategy
AXA Tactical Manager 400
AXA Tactical Manager 500
AXA Tactical Manager 2000
AXA Tactical Manager International
EQ/AXA Franklin Small Cap Value Core
EQ/Equity Growth PLUS
EQ/Franklin Core Balanced

EQ/Franklin Templeton Allocation
 EQ/Global Bond PLUS
 EQ/Global Multi-Sector Equity
 EQ/International Core PLUS
 EQ/Large Cap Core PLUS
 EQ/Large Cap Growth PLUS
 EQ/Large Cap Value PLUS
 EQ/Mid Cap Value PLUS
 EQ/Mutual Large Cap Equity
 EQ/Templeton Global Equity
 Multimanager Aggressive Equity
 Multimanager International Equity
 Multimanager Large Cap Core Equity
 Multimanager Large Cap Value
 Multimanager Mid Cap Growth
 Multimanager Mid Cap Value
 Multimanager Multi-Sector Bond
 Multimanager Small Cap Growth
 Multimanager Small Cap Value
 All Asset Allocation
 EQ/AllianceBernstein Small Cap Growth
 EQ/Boston Advisors Equity Income
 EQ/Calvert Socially Responsible
 EQ/Capital Guardian Research
 EQ/Davis New York Venture
 EQ/GAMCO Small Company Value
 EQ/International Growth
 EQ/JPMorgan Value Opportunities
 EQ/Lord Abbett Large Cap Core
 EQ/Montag & Caldwell Growth
 EQ/Morgan Stanley Mid Cap Growth
 EQ/Oppenheimer Global
 EQ/PIMCO Ultra Short Bond
 EQ/T. Rowe Price Growth Stock
 EQ/UBS Growth & Income
 EQ/Van Kampen Comstock
 EQ/Wells Fargo Advantage Omega Growth
 Multimanager Technology

We reserve the right to limit the number of Investment Options an Owner may elect to 90. "90" may vary from 50 to 150.

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 5 to 100%.

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under Option A. No more than 25% of the total Annuity Account Value may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage

limit may range from 5 to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time.

13. **Data Page 4 “Contribution and Allocations”:**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts and 75 for QP Contracts. The ages shown immediately above may range plus or minus 10 years.

Data Page 3 “Initial Contribution Received”: The Owner’s initial Contribution amount will appear on Data Page 3.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits as shown in Table A. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business.

Data Page 4, “Subsequent Contributions”: Text will vary by market segment as shown in the Data Pages.

Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Owner’s market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
\$10,000 (Range of \$1,000 to \$50,000)	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation (Range of \$20 to \$2,000)

Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer’s check. We may refuse to accept any

	Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant's accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer's check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be "regular" IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.</p> <p>We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from an [Accumulator or Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator or Retirement Cornerstone] Traditional IRA Contract.</p> <p><i>Product marketing name references are variable. Additional AXA Equitable Products may be included if we permit such conversion. \$5,000 may range from \$500 to \$25,000. 25% may range from 5% to 50%.</i></p>
Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA	<p>We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant's Applicable Plan. No subsequent Contributions can be made.</p> <p>Subsequent Contributions are not permitted under the Contract. Accordingly, the following text will not print: [Subsequent Contributions are limited to the first Contract Year.]</p>
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Inherited Roth IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.

Partial Roth IRA Conversion Contracts	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. <i>This percentage may range from 0 to 100%.</i>
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14. **Data Page 4, "Contributions and Allocations":** We may refuse to accept any Contribution if the sum of all Contributions under all [Accumulator Retirement Cornerstone] Contracts with the same Annuitant or Owner would then total more than [\$1,500,000] (range \$500,000 to \$5,000,000). Product marketing name references are variable.

Data Page 4, "Contributions and Allocations": We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total [\$2,500,000] (range \$100,000 to \$10,000,000).
15. **Data Pages 4-5, Transfer Rules:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity (45 days may range from 30 to 120 days).
16. **Data Page 5, Transfer Percentage Limit:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 5 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.
17. **Data Page 5, Endorsement Text:** The cited endorsements will be issued under a Contract as described in the Data Pages.
18. **Data Page 5, "Withdrawals":** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

The following text will appear for QP Contracts only: [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]
19. **Data Page 6, "Contract Termination":** The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000.
20. **Data Page 6, "Normal Form of Annuity":** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract's maturity. We reserve the

right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contract.***

21. **Data Page 6 “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”**: The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1 to 8%.
22. **Data Page 6, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”**: The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The \$2000 amount may range from \$1500 to \$7500; the \$20 amount may range from \$10 to \$100.
23. **Data Page 7, “Free Withdrawal Amount”**: The Free Withdrawal Amount may range from 5% to 30%. The 90 day period may range from 45 to 180 days.
24. **Data Page 7, “Annual Administrative Charge”**: The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. The minimum Annuity Account Value of \$50,000 may range from \$25,000 to \$100,000.
25. **Data Page 8, “Transfer Charges and the Number of Free Transfers”**: The number of free transfers [12] is shown (range 4-24). The charge for any transfer in excess of the number of free transfers will not exceed \$35.
26. **Data Page 8, “Contract Fee”**: Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will range from 1.00% to 2.00%.

In addition, a Variable Investment Option Facilitation Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

27. **Data Page 9, “Third Party Transfer Charge”**: This charge may range from \$0 to \$125.
28. **Data Page 9, “Alternate Payment method”** - As stated in Section 9.07 of the Contract, we may implement an alternate payment method. If we do so, the following text will be shown on Data Page 9:

Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located

in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$35.

The Check Preparation Charge may range from \$0 to \$85.

29. **Data Pages 10-12:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

Part E – Rider Text

GMIB

1. **Annual Rollup Rate:** The rate may range from 0.5% to 10%.
2. **Deferral Bonus Rollup Rate:** The rate may range from 0.5% to 10%.
3. “30 days” as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
4. “Age 85” with respect to the operation of the Annual Ratchet and Rollup provisions of the rider as shown in this section and throughout the Rider may range from ages 70 to 95. Accordingly “85th birthday” would range from “70th to 95th birthday.”
5. Page 3 and later: Reference to bracketed “first” Contract Date Anniversary as shown in this section and throughout the Rider may range from first to fifteenth.
6. Age 76 will range from 70 to 95.
7. Applicable Percentage Table: The age breaks may vary by plus or minus 10 years for each range. The Applicable Percentage may vary by plus or minus 200 basis points per age break.

Under “The Cost of this Rider,” text is shown for a Contract Owner electing GMIB I. GMIB II is priced differently. Accordingly, the following paragraph will apply under Contracts issued with the GMIB II Rider: *Guaranteed Minimum Income Benefit: The current charge for this benefit is [1.10%] of the GMIB Benefit Base and [1.10%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge upon reset of the Rollup Benefit Base benefit is [1.40%] of the Rider’s Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.*

Charge as shown	Range for Charge
GMIB I 0.90%	0.65-1.40%

GMIB I max 1.20%	0.95-1.70%
GMIB II 1.10%	0.65-1.40%
GMIB II max 1.40%	0.95-1.70%

“Greater of” Death Benefit

1. **Annual Rollup Rate:** The rate may range from 0.5% to 10%.
2. **Deferral Bonus Rollup Rate:** The rate may range from 0.5% to 10%.
3. “30” days may range from 15 to 120 days.
4. “first” Contract Date Anniversary may range from the first to the tenth Contract Date Anniversary.
5. “85th” birthday may range from 70th to 95th birthday.
6. **The Cost of this Rider:** The text shown as filed is what will appear for a Contract Owner electing GMIB I with this Rider. Since the GMIB II rider is priced differently, the following paragraph will apply under Contracts issued with this Rider and the GMIB II Rider: *The current charge for this benefit is [1.10%] of the GMDB Benefit Base. The charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider’s Benefit Base.*

Cost of Rider ranges: For this Rider with GMIB I, the current charge of “0.90%” will range from 0.65% to 1.40% and the maximum charge of “1.05%” will range from 0.80% to 1.55%. For this Rider with GMIB II, the current charge of “1.10%” will range from 0.65% to 1.40% and the maximum charge of “1.25%” will range from 0.80% to 1.55%.

Highest Anniversary Value Death Benefit

1. The charge of 0.35% may range from 0.15% to 0.75%.

Highest Anniversary Value Death Benefit (when GMIB is also elected)

1. Effect of Withdrawals on your Highest Anniversary Value Benefit Base

Currently, prior to completion of one Contract Year, reductions are on a pro-rata basis, therefore, the following sentence will appear: “Prior to completion of “one” “Contract Year(s)”, your HAV GMDB will be reduced on a pro-rata basis”. If this changes in the future, the above sentence will not appear and the phrase: “After completion of your first Contract Year” in the first sentence of the second paragraph will not appear.

“One” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years.

“First” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years.

“30 days thereafter” may range from 15 to 120 days.

“5%” may range from 0.05% to 10%.

“85th” birthday may range from 70th to 95th birthday.

2. The charge of 0.35% may range from 0.15% to 0.75%.

Earnings Enhancement Benefit

1. The percentage used to determine the Earnings Enhancement Death Benefit increment is based on the Owner’s issue age. “40%” may range from 20% to 60%; “25%” may range from 5% to 50%. “Age 70” may range from age 55 to 75; ages “71 through 75” may range from ages 56 to 85.
2. The current marketing name is shown in the Rider. If the marketing name changes, the designated name will appear.
3. The charge of “0.35%” for the Rider will range from 0.20% to 0.90%.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability For Endorsements ICC11IRA1, ICC11ROTH1, ICC11NQ1, ICC11INHIRA1, ICC11INHROTH1, ICC11QP-DB1 and ICC11QP-DC1

The above forms are for use with Contract Forms ICC11BASE1-A or ICC11BASE1-B (depending on jurisdiction) and ICC11BASE2-A or ICC11BASE2-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator 11" Series B, Series C, Series L and Series CP

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form shown in brackets. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contracts are available for issue as an Individual Retirement Annuity (**IRAs**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC11IRA1

1. **Pages 1, 2, 4 and 11:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 5:** The sentence "The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider" will appear when an Optional Rider has been elected.
3. **Page 4 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. The ages are bracketed and may range from 70 to 95.
4. **Page 11:** The Company Officer's signatures and titles are bracketed and may change in the future.
5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC11ROTH1

1. **Pages 1, 2, 6 and 11:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 7:** The sentence "The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider" will appear when an Optional Rider has been elected.
3. **Page 6 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. The ages are bracketed and may range from 70 to 95.

4. **Page 12:** The Company Officer's signatures and titles are bracketed and may change in the future.
5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC11NQ1

1. **Pages 3, 5, 6 and 7:** The sentence "The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider, Attachment A, to this Endorsement" will appear when an Optional Rider has been elected.
2. **Page 4 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. The ages are bracketed and may range from 70 to 90.
3. **Page 7:** The period during which an eligible individual may elect to continue coverage under the Beneficiary Continuation Option is nine months. This period may vary in the future on a new business basis, and may range from six to eighteen months.
4. **Page 10:** The Company Officer's signatures and titles are bracketed and may change in the future.
5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC11INHIRA1 and ICC11INHROTH1

1. **Page 1:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 12:** The Company Officer's signatures and titles are bracketed and may change in the future.

Endorsement ICC11QP-DB1 and ICC11QP-DC1

1. **Page 4:** The Company Officer's signatures and titles are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For Rider forms ICC11GMDBGR, ICC11GMDBHAV, ICC11GMDBHAV-IB and ICC11EEB

Above forms are for use with Contract Forms ICC11BASE1-A or ICC11BASE1-B (depending on jurisdiction) and ICC11BASE2-A or ICC11BASE2-B (depending on jurisdiction).

The following comments describe the nature and scope of the illustrative and variable material contained in the riders shown in brackets listed below. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider Descriptions:

“Greater of” GMDB Rider
“Highest Anniversary Value” GMDB Rider
“Highest Anniversary Value” GMDB Rider
“Earnings Enhancement Benefit” DB Rider

Rider Form Numbers:

ICC11GMDBGR
ICC11GMDBHAV
ICC11GMDBHAV-IB
ICC11EEB

Rider ICC11GMDBGR

- A. Page 1: The title of the form will be shown as either “GREATER OF” DEATH BENEFIT RIDER [I-Asset Allocation] or “GREATER OF” DEATH BENEFIT RIDER II – Custom Selection. The rider issued is based on the version the client elects in his/her application. “GREATER OF” DEATH BENEFIT RIDER II – Custom Selection is available at a higher cost (detailed below in item 30) and offers a wider selection of Investment Options. These titles are marketing names and may be revised in the future.
1. Page 1 and throughout the Rider: References to Age “85” or “85th” Birthday may vary based on a change in product design. It may range from age 70 to age 95.
 2. Page 1: The bracketed text beginning with “The terms and conditions of a spouse’s right...” will appear if an attached market segment endorsement contains “Spousal Continuation”. Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
 3. Page 2: The text beginning with “Credits are not applied...” pertaining to how Credits are processed, applies only to Series CP.
 4. Page 3: The bracketed text beginning with “including for any required minimum distribution withdrawal...” will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.
- Note: If the above is not included, item “(v)” will be changed to “(iv)”.
5. Page 4: Optional Reset of the Rollup Benefit Base

- i. “30” days may range from 15 to 120 days
 - ii. “first” Contract Date Anniversary may range from the first to the tenth Contract Date Anniversary

- 6. Page 4: The bracketed text beginning with: “Prior to completion of your ‘first’ Contract Year...” explains that the Rollup to Age 85 Benefit Base is adjusted on a pro-rata basis for the specified number years after the Contract Date. The reference to “first” can range from “first” to “fifteenth”. Alternatively, the Rollup Benefit Base may be adjusted on a dollar for dollar basis and the following text will appear: “your Rollup Benefit Base will be reduced dollar for dollar by all withdrawals.” The reference to “Thereafter” may be deleted.

- 7. Page 4: The bracketed text beginning with “minus any Contributions...” will not appear currently because there is no exclusion period for Contributions. If this exclusion period becomes applicable, the reference to “four” prior Contract Years may vary from “prior Contract Year” to “fifteen prior Contract Years”.

- 8. Page 4: The bracketed text beginning with “The portion of any withdrawals made under any automatic withdrawal service we offer...” will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.

- 9. Pages 4 and 5: The reference to “immediately” could range from “one month after the Contract Date” to “after the first to fifteenth Contract Anniversary Date”.

- 10. Page 5: The bracketed text explains how the Highest Anniversary Value Benefit Base is adjusted on a pro-rata basis for withdrawals in the first Contract Year. After the first Contract Year, the HAV Benefit Base is adjusted on a dollar for dollar basis. The text “in the first Contract Year” and “in the second Contract Year” may range from “in the first Contract Year” to “in the tenth Contract Year”. Alternatively, the bracketed paragraphs under Section 1.03(B) HAV Benefit Base may be omitted and only the following alternate text will appear: “The HAV Benefit Base will be reduced on a dollar for dollar basis by all withdrawals.”

- 11. Page 5: Under “The Cost of this Rider,” The text shown in the GMDB rider as filed is what will appear for a Contract Owner electing GMIB I with this Rider. Since the GMIB II rider is priced differently, the following paragraph will apply under Contracts issued with this Rider and the GMIB II Rider: *The current charge for this benefit is [1.10%] of the GMDB Benefit Base. The charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider’s Benefit Base.*

 Cost of Rider ranges: For this Rider with GMIB I, the current charge of “0.90%” will range from 0.65% to 1.40% and the maximum charge of “1.05%” will range from 0.80% to 1.55%. For this Rider with GMIB II, the current charge of “1.10%” will range from 0.65% to 1.40% and the maximum charge of “1.25%” will range from 0.80% to 1.55%.

- 12. Page 5: “Money Market” is bracketed because, under Series C and CP, Special “Money Market” Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available.

- 13. Page 6: The reference to age [76] may range from 70 to 95.

- 14. Page 6: Effect of the GMIB Rider’s Termination on This Rider
 - a. “30 days thereafter” may range from 15 to 120 days
 - b. “5%” may range from 0.05% to 10%

15. Page 6: The names and titles of the Company's officers are bracketed and may change in the future.

Rider ICC11GMDBHAV

1. Page 1 and throughout the Rider: References to Age "85" or "85th" Birthday may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: The bracketed text beginning with "The terms and conditions of a spouse's right..." will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
3. Page 2: The text beginning with "Credits are not applied..." pertaining to how Credits are processed, applies only to Series CP.
4. Page 2: The charge of "0.35%" for the Rider will range from 0.15% to 0.75%.
5. Page 2: "Money Market" is bracketed because, under Series C and CP, Special "Money Market" Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available.
6. Page 3: The reference to age "76" may range from 70 to 95.
7. Page 3: The names and titles of the Company's officers are bracketed and may change in the future.

Rider ICC11GMDBHAV-IB

1. Page 1 and throughout the Rider: References to Age "85" or "85th" Birthday may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: The bracketed text beginning with "The terms and conditions of a spouse's right..." will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
3. Page 2: The text beginning with "Credits are not applied..." pertaining to how Credits are processed, applies only to Series CP.
4. Page 2: Effect of Withdrawals on your Highest Anniversary Value Benefit Base

Currently, prior to completion of one Contract Year, reductions are on a pro-rata basis, therefore, the following sentence will appear: "Prior to completion of "one" "Contract Year(s)", your HAV GMDB will be reduced on a pro-rata basis". If this changes in the future, the above sentence will not appear and the phrase: "After completion of your first Contract Year" in the first sentence of the second paragraph will not appear.

"One" "Contract Year" may range from the first 2 months following the Contract Date to 5 Contract Years.

"First" "Contract Year" may range from the first 2 months following the Contract Date to 5 Contract Years.

"30 days thereafter" may range from 15 to 120 days. "5%" may range from 0.05% to 10%.

5. Page 2: The bracketed text beginning with “Withdrawals made under any automatic withdrawal service we offer...” will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.
6. Page 3: The charge of “0.35%” for the Rider will range from 0.15% to 0.75%.
7. Page 3: “Money Market” is bracketed because, under Series C and CP, Special “Money Market” Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available.
8. Page 3: The reference to age “76” may range from 70 to 95.
9. Page 4: The names and titles of the Company’s officers are bracketed and may change in the future.

Rider ICC11EEB

1. Page 1: The current marketing name is shown in the Rider. If the marketing name changes, the designated name will appear.
2. Page 1: The percentage used to determine the Earnings Enhancement Death Benefit increment is based on the Owner’s issue age. “40%” may range from 20% to 60%; “25%” may range from 5% to 50%. “Age 70” may range from age 55 to 75; ages “71 through 75” may range from ages 56 to 85.
3. Page 1: Reference to age “85” may vary based on a change in product design. It may range from age 70 to age 95.
4. Page 2: The charge of “0.35%” for the Rider will range from 0.20% to 0.90%.
5. Page 2: “Money Market” is bracketed because, under Series C and CP, Special “Money Market” Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available..
6. Page 2: The reference to age “76” may range from 70 to 95.
7. Page 3: The names and titles of the Company’s officers are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability For Rider Form ICC11GMIB

The above form is for use with Contract Forms ICC11BASE1-A or ICC11BASE1-B (depending on jurisdiction) and ICC11BASE2-A or ICC11BASE2-B (depending on jurisdiction).

The following comments describe the nature and scope of the illustrative and variable material for language contained in the rider shown in brackets. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider ICC11GMIB

1. Page 1: The title of the form will be shown as either GUARANTEED MINIMUM INCOME BENEFIT "I – Asset Allocation" or GUARANTEED MINIMUM INCOME BENEFIT "II – Custom Selection." The rider issued is based on the version the client elects in his/her application. GMIB II – Custom Selection is available at a higher cost (detailed below in item 30) and offers a wider selection of Investment Options. These titles are marketing names and may be revised in the future.
2. Page 1: The following sentences appear with B, CP and L Share Contracts. It does not appear with C Share Contracts as there is no withdrawal charge applicable under C Share Contracts.

The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within [30] days following the last GMIB Exercise Date, withdrawal charges are not applicable.
3. Page 1 and later: "30" days as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
4. Page 1 and later: Age "85" with respect to the operation of the Annual Ratchet and Rollup provisions of the rider as shown in this section and throughout the Rider may range from ages 70 to 95. Accordingly "85th" birthday would range from "70th to 95th" birthday.
5. Page 1: The bracketed text beginning with "The terms and conditions of a spouse's right..." will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
6. Page 3: The text beginning with "Credits are not applied to your GMIB Benefit Base..." will appear under Series CP Contracts only.
7. Page 3 and later: Reference to bracketed "first" Contract Date Anniversary as shown in this section and throughout the Rider may range from first to fifteenth.
8. Page 4 and later: The following language will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis:

- in Section **1.02(A)(1)(F)**, the bracketed text beginning with “including for any required minimum distribution withdrawal...”
- in Section **1.02(A)(1)(H)**, the third paragraph on page 5 beginning with “In any Contract Year, the portion...” and the third sentence of the fourth paragraph beginning with “An RMD Withdrawal is not an excess...”
- in Section **1.02(A)(2)**, the third paragraph on page 6 beginning with “In any Contract Year, the portion...”

9. Page 5 and later: The phrase “the second Contract Year” as shown in this section and throughout the Rider may vary from “immediately” to “the sixteenth Contract Year”.
10. Page 5: In the second paragraph of **1.02(A)(1)(I)**, the following sentence will appear if we waive the ten year wait for GMIB Exercise upon a reset of the Rollup Benefit Base at the ages shown: *If you reset your Rollup Benefit Base on or after age [76], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.* The reference to the “10th” Contract Date Anniversary may range from 1-15.
11. Page 5: Age 76 will range from 70 to 95.
12. Page 5-6: In the second paragraph of Section **1.02(A)(2)**:
 - if dollar for dollar treatment of the HAV Benefit Base will occur, the following sentence will appear: *[Beginning [with the second Contract Year], withdrawals during a Contract Year that do not exceed the AWA for that Contract Year reduce your HAV Benefit Base on a dollar for dollar basis.]*
 - alternatively, the bracketed text in the paragraph may be omitted;
 - if the HAV Benefit Base is adjusted on a dollar for dollar basis only, the following alternate text will appear: “The HAV Benefit Base will be reduced on a dollar for dollar basis by all withdrawals.”
13. Page 6: The following show the different age and waiting period requirements to exercise GMIB:

[Applicable for Owner issue ages 20 through 44]
 [The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [15th] or later Contract Date Anniversary . However, it may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[Applicable for Owner issue ages 45 through 49]
 [After this Rider’s Effective Date,] The GMIB may be exercised only within [30] days following each Contract Date Anniversary on or after your [60th] birthday. However, it may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[Applicable for Owner issue ages 50 through 75]
 [The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [10th] or later Contract Date Anniversary . GMIB may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

The ages and wait periods may vary by plus or minus 10 years for each group of Contract Owners.
14. Page 6: The following text is not applicable to Series C Contracts since the QP markets are not offered:

A Contract issued with a Qualified Plan endorsement must convert to a traditional IRA Contract in an eligible rollover transaction to exercise the GMIB unless GMIB is automatically exercised as described below in “GMIB No Lapse Guarantee.”
15. Page 6 and later: Text pertaining to Non-Qualified Contracts as shown in this section and throughout the Rider will appear only in Riders issued to NQ Contract Owners.

16. Page 7: The withdrawal percentage amount in item (ii) may vary from 0.5 to 10%.
17. Page 7: The following text in (ii) will appear if Contributions made in the first 90 days of the first Contract Year are used for purposes of determining the application of the No Lapse Guarantee: “For purposes of this paragraph, in the first Contract Year...”
18. Page 7: (ii) 90 days as shown in this section and throughout the Rider may range from 30 to 120 days.
19. Page 7: item (iii) will show in Riders issued under IRA and QP Contract only.
20. Page 8 and later: “Money Market” is bracketed because, under Series C and CP, Special “Money Market” Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available. Accordingly, the applicable endorsement is issued with the respective products as shown in this section and throughout the Rider.
21. Page 9: Age 70 may range from age 45 to age 85.
22. Page 10: Applicable Percentage Table: The age breaks may vary by plus or minus 10 years for each range. The Applicable Percentage may vary by plus or minus 200 basis points per age break.
23. Page 10: 45 days as shown in this section and throughout the Rider may range from 30 to 120 days.
24. Page 12: We may add or delete frequencies to the currently available payment frequencies [monthly, quarterly, annually].
25. Page 12: The “Lifetime Required Minimum Distributions” text will appear in Riders issued under QP and IRA Contracts only.
26. Pages 15 - 16: The Section 2.05 text that will appear in a Rider will vary based on whether the Contract is an IRA or an NQ.
27. Page 16: The ages will range from 70 to 90.
28. Page 17: Item C under Section 2.06 will appear only if the “Greater of” GMDB is elected under the Contract.
29. Page 17: The market segment endorsement issued with the Contract will appear in the text that prefaces the Effect of Death tables.
30. Page 23: Age 95 may be revised to comply with regulatory changes pertaining to Maturity Age requirements. It may range up to age 120.
31. Page 23: Under “The Cost of this Rider,” text is shown for a Contract Owner electing GMIB I. GMIB II is priced differently. Accordingly, the following paragraph will apply under Contracts issued with the GMIB II Rider: *Guaranteed Minimum Income Benefit: The current charge for this benefit is [1.10%] of the GMIB Benefit Base and [1.10%] of the GWBL Benefit Base after the GWBL Conversion Effective Date The maximum charge upon reset of the Rollup Benefit Base benefit is [1.40%] of the Rider’s Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Section 2.01(H) of this Rider, but will never exceed the maximum shown here.*

Charge	Range
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GMIB I	0.65-1.40
GMIB I max	0.95-1.70
GMIB II	0.65-1.40
GMIB II max	0.95-1.70

32. Page 24: Text under “Voluntary Termination of this Rider” will vary based on the type of Contract issued:

[The following text applies to Accumulator Series B, CP and L]

[You may terminate this Rider voluntarily provided that all Withdrawal Charges have expired under your Contract.]

[The following text applies to Accumulator Series C]

[You may terminate this Rider voluntarily upon completion of [four] Contract Years under the Contract.

In accordance with Section 1.05 you may terminate this Rider voluntarily on the Last GMIB Exercise Date or [30 days] thereafter.]

“four” may vary from zero to ten.

33. Page 24-25: Under *Effect of Termination of this Rider on your Guaranteed Death Benefit*, if an optional Guaranteed Minimum Death Benefit Rider was elected with the GMIB Rider, the following text will appear, depending on the GMDB Rider elected:

[Contracts issued with the “Greater of” GMDB Rider]

[Upon termination of this Rider prior to the Last GMIB Exercise Date, your “Greater of” GMDB Rider will automatically terminate. Your GMDB under the Contract will then be re-characterized as a “Return of Principal” GMDB as described in Section 6.02 of the Contract, as if that death benefit was applicable with this Contract as of the Contract Date.

Upon termination of this Rider on the Last GMIB Exercise Date, or [30 days thereafter], your “Greater of” GMDB remains in effect and withdrawals reduce your GMDB Benefit Base as described in Section 1.02 of that Rider.]

[Contracts issued with the “Highest Anniversary Value (HAV)” GMDB Rider]

[Upon termination of this Rider prior to the Last GMIB Exercise Date, your HAV GMDB Rider will remain in effect, however, withdrawals will reduce your GMDB on a pro-rata basis beginning as of the Transaction Date you terminate your GMIB Rider.

Upon termination of this Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV GMDB is retained and withdrawals reduce your GMDB Benefit Base as described in Part III of that Rider.]

34. Page 25: Section 3.04, the reference to the *Endorsement Applicable to the Asset Transfer Program* will appear if we require its issuance with the GMIB Rider. Upon launch it will issue with both GMIB I and GMIB II. Reference to the *Endorsement Applicable to Investment Options* will be issued if we require its issuance with the GMIB Rider. Upon launch it will not issue only with GMIB I because that Rider limits Investment Options to the Asset Allocation Variable Investment Options.
35. Page 26: The Home Office address and the officer’s signatures and titles will be revised upon any change thereto.

36. Page 27: The GMIB Purchase Factors are shown. We may issue the Rider with the following alternate table.

Election Age	<u>Life Annuity with a Period Certain</u>	Life Annuity
[60	3.45%	3.47
61	3.51	3.53
62	3.58	3.59
63	3.64	3.66
64	3.71	3.73
65	3.78	3.81
66	3.86	3.89
67	3.93	3.97
68	4.01	4.06
69	4.10	4.15
70	4.19	4.24
71	4.28	4.34
72	4.37	4.44
73	4.47	4.55
74	4.57	4.66
75	4.68	4.78
76	4.79	4.91
77	4.91	5.04
78	5.03	5.18
79	5.15	5.32
80	5.28	5.47
81	5.45	5.63
82	5.64	5.80
83	5.83	5.98
84	6.04	6.16
85	6.26	6.36

Other forms of annuities may be available.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.5% interest and mortality equal to 48% for males and 51% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability For Endorsement forms ICC11GOA, ICC11ATP, ICC11SDCA and ICC11MMSDCA

The above forms are for use with Contract Form ICC11BASE1-A or ICC11BASE1-B (depending on jurisdiction) and ICC11BASE2-A or ICC11BASE2-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator 11"

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form shown in brackets. When applicable, alternate text is provided. The actual endorsement a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC11GOA

1. Page 1 and throughout endorsement: Reference to "Asset Allocation Option" and "Custom Selection Option" are marketing names which may change.
2. Page 1: The bracketed text beginning with "Amounts in the ATP Variable Investment Option..." will appear only if the Endorsement Applicable to the Asset Transfer Program (ATP) is applicable under a Contract.
3. Page 1: "Variable" will appear before Investment Option if the Guaranteed Interest Option is not available under a contract.
4. Page 1 and 2: The following text will appear in the endorsement when the Guaranteed Interest Option is available and has restrictions on it: "Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages."
5. Page 2: In Part **I. B. Custom Selection Option**, the text "or Contribution" will appear if we require a revision to allocation instructions upon receipt of a Contribution.
6. Page 2: Investment Option Allocation Table: The percentage ranges for the various Investment Options and Categories minimums may range from "None" to 100%, maximums may range from 1% to 100%.
7. Page 2: Investment Option Allocation Table: The category names for the Investment Options may change based on the Company's asset classification. Categories may be deleted, added or merged based on current asset allocation rules. The list of Allocation Rule fund exceptions may be modified as such rules and/or funds change.
8. Page 3: Part **III. Transfers**, "Fixed Income and Asset Allocation/Indexed" is bracketed. If another asset class is subject to the same allocation limitation it would also be referenced in this section of the endorsement.

9. Page 4: The Company Officer's signatures and titles are bracketed and may change in the future.

Endorsement ICC11ATP

1. Page 1: The ATP Investment Option (AXA Ultra Conservative Strategy Investment Option) may be substituted for an Investment Option of similar investment policy.
2. Page 1: The "28th" day of the month may change based on administrative capabilities. Such date may vary from the 15th to the 30th day of the month.
3. Page 1: "Twelfth" month may vary from the "first" to the "eleventh."
4. Page 3 and Appendix 1: Bracketed Transfer Point percentages shown on page 3 and Appendix 1:

Value	Range
Minimum Transfer Point	plus or minus 5%
Maximum Transfer Point	plus or minus 10%

5. Page 3 and throughout the Endorsement: "Money Market" is bracketed because, under Series C and CP, Special "Money Market" Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available. Accordingly, the referenced endorsement is issued with the respective products as shown in this section and throughout the Endorsement.
6. Page 5: The Minimum Transfer Threshold Amounts: 1% may vary from 0.25% to 2%, and \$1000 may vary from \$250 to \$2000.
7. Page 5: **F. ATP Exit Option** The bracketed text in the first sentence may vary as follows:

The clause "After the first Contract Year," will not appear if there is no wait for this feature.

"first" may vary from first to fifth.

"once" may vary from "twice" to "twelve times"

"Contract Year" may vary to "month"
8. Page 6: **New BB** (Benefit Base) Formula

3% may range from 2% to 6%
9. Page 7: **I. Termination of this Endorsement.**

If the endorsement terminates when the GMIB Rider terminates, then the bracketed sentence will appear.

10. Page 7: The Company Officer's signatures and titles are bracketed and may change in the future.

Endorsement ICC11SDCA

1. Page 1: We transfer amounts allocated to the Special DCA program on a monthly basis. We may allow transfer on a monthly, quarterly, semi-annual or annual basis.
2. Page 1: The programs may vary in duration. Currently we offer 3, 6 or 12 month Special DCA periods. We may offer program durations up to 24 months in the future.
3. Page 1: Minimum initial amount "\$2,000" may range from \$500 to \$25,000.
4. Page 1: With respect to the bracketed text "in the first Contract Year", such text will appear in endorsements issued under contracts where the subsequent contributions under the Special Dollar Cost Averaging Program are limited to the first Contract Year.
5. Page 1: Minimum subsequent contribution is "\$250" may range from \$50 to \$2500.
6. Page 2: The Company Officer's signatures and titles are bracketed and may change in the future.

Endorsement ICC11MMSDCA

1. Page 1: Minimum initial amount "\$2,000" may range from \$500 to \$25,000.
2. Page 1: With respect to the bracketed text "in the first Contract Year", such text will appear in endorsements issued under contracts where the subsequent contributions under the Special Money Market Dollar Cost Averaging Program are limited to the first Contract Year.
3. Page 1: Minimum subsequent contribution is "\$250" may range from \$50 to \$2500.
4. Page 1: We transfer amounts allocated to the Special Money Market DCA program on a monthly basis. We may allow transfer on a monthly, quarterly, semi-annual or annual basis.
5. Page 1: The programs may vary in duration. Currently we offer 3, 6 or 12 month Special DCA periods. We may offer program durations up to 24 months in the future.
6. Page 2: The Company Officer's signatures and titles are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For Application E 2011 App 02 ACC11

The following comments describe the nature and scope of the variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Items shown in the application are based on a contract holder's election. His/her elections are input in to the third party wholesaler system and then the application is printed reflecting the client's elections. The printed application is signed by the client.

The address, web address, telephone numbers, and the catalog number (center, bottom, page 1) on the form should be considered administrative in nature and are subject to change.

1. This information will vary by the contract owner.
2. This information will vary by contract type and payment methods elected by contract owner. These options may be:

Product Name: Alternate Series are: Series C, Series CP and Series L.

Type of Contract: Non-Qualified, Traditional IRA, Roth IRA, Qualified Plan Defined Contribution (DC), Qualified Plan Defined Benefit (DB), Inherited IRA BCO, Inherited Roth IRA BCO, Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO, or Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO.

Method of Payment:

Check or Wire, 1035 Exchange (from Single Owner Contract, NQ only), 1035 Exchange (from Joint Owner Contract, NQ only), CD or Mutual Fund Proceeds (NQ only), Direct Transfer (IRA or Roth), Rollover from eligible retirement plan (IRA or Roth), IRA Regular Contribution for the year 20__ (IRA or Roth), Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA only), or, Direct Rollover (Non-Spousal Beneficiary QP to Inherited Roth only)

3. The Owner Type will vary by contract owner and can be: Individual, Trust, Qualified Plan Trust (DC/DB), UGMA/UTMA, Custodian (IRA/Roth), Other Non-Natural Owner, Beneficiary of Deceased IRA Owner, or Non Spousal Beneficiary of Deceased QP Participant.
4. The information requested under Owner Patriot Act Information may be changed as a result of the U.S. Patriot Act.
5. This is where the optional riders elected by the client are shown. These riders may be GMIB I, GMIB II, "Greater of" GMDB I and "Greater of" GMDB II, Highest Anniversary Value GMDB, Return of Principal GMDB, and EEB.
 - Owner issue ages may range from 20 – 90
 - Age 85 referenced in the GMDB Riders may vary from 70 to 95
 - If GMIB is made available to issue age 80, between issue ages 76 and 80, if GMIB is elected, the only GMDB available will be Return of Principal GMDB. Accordingly the

following footnote will connect to the Owner issue age in Section 5: “5. If the Owner’s issue age is 76 or older, the only GMDB available is the Return of Principal GMDB.”

6. Special Money Market DCA ranges that may be chosen by the contract owner are 3, 6, or 12 months. Durations may change or additional periods may be added, such as 18 or 24 months.
7. The Separate Account Variable Investment Options to which monies have been allocated by the contract owner will be listed here. The Separate Account Variable Investment Options available from AXA Equitable will have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. Attached is the list of funds from which a client may select to allocate monies. A client may elect either Option A or Option B. If a client elects Option B then the percentage ranges for the various Investment Options and Category minimums may range from “none” to 100%, maximums may range from 1% to 100%. The category names for the Investment Options may change based on the Company’s asset classification. Categories may be deleted, added or merged based on current asset allocation rules. The list of Allocation Rule fund exceptions, may be modified as such rules and/or funds change.
8. In the Signatures and Acknowledgements section, age 85 and 85th birthday referenced may range from 70-95. 30 days referenced may vary from 15-120 days.
9. This information will vary by Registered Representative.

OPTION A:

Fixed Account:

Guaranteed Interest Option (GIO)

Variable Investment Options:

Asset Allocation:

AXA Balanced Strategy
AXA Conservative Growth Strategy
AXA Conservative Strategy
AXA Growth Strategy
AXA Moderate Growth Strategy
EQ/Money Market

OPTION B:

Category 1, Fixed Income:

EQ/Core Bond Index
EQ/Intermediate Government Bond Index
EQ/Money Market
EQ/Quality Bond PLUS
Multimanager Core Bond

Category 2, Asset Allocation/Indexed:

AXA Balanced Strategy
AXA Conservative Growth Strategy
AXA Conservative Strategy
AXA Growth Strategy
AXA Moderate Growth Strategy
AXA Tactical Manager 400
AXA Tactical Manager 500
AXA Tactical Manager 2000
AXA Tactical Manager International

Category 3, Core Diversified:

EQ/AXA Franklin Small Cap Value Core
EQ/Equity Growth PLUS
EQ/Franklin Core Balanced
EQ/Franklin Templeton Allocation
EQ/Global Bond PLUS
EQ/Global Multi-Sector Equity
EQ/International Core PLUS
EQ/Large Cap Core PLUS
EQ/Large Cap Growth PLUS
EQ/Large Cap Value PLUS
EQ/Mid Cap Value PLUS
EQ/Mutual Large Cap Equity
EQ/Templeton Global Equity
Multimanager Aggressive Equity
Multimanager International Equity
Multimanager Large Cap Core Equity

Multimanager Large Cap Value
Multimanager Mid Cap Growth
Multimanager Mid Cap Value
Multimanager Multi-Sector Bond
Multimanager Small Cap Growth
Multimanager Small Cap Value

Category 4, Specialty:

All Asset Allocation
EQ/AllianceBernstein Small Cap Growth
EQ/Boston Advisors Equity Income
EQ/Calvert Socially Responsible
EQ/Capital Guardian Research
EQ/Davis New York Venture
EQ/GAMCO Small Company Value
EQ/International Growth
EQ/JPMorgan Value Opportunities
EQ/Lord Abbett Large Cap Core
EQ/Montag & Caldwell Growth
EQ/Morgan Stanley Mid Cap Growth
EQ/Oppenheimer Global
EQ/PIMCO Ultra Short Bond
EQ/T. Rowe Price Growth Stock
EQ/UBS Growth & Income
EQ/Van Kampen Comstock
EQ/Wells Fargo Advantage Omega Growth
Multimanager Technology

AXA EQUITABLE LIFE INSURANCE COMPANY
Statement of Variability
For Enrollment Forms and Applications **2011 App 01 ACC11**

The following comments describe the nature and scope of the variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. The address, web address, telephone numbers, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.
2. The Group Annuity Contract No. 2011GAC referenced in the header is subject to change.
3. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
4. In Section 1 the available methods of payment may vary by the type of markets offered.
5. In Section 2 the available types of ownership may vary by the type of markets offered.
6. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
7. In Section 5 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 5.
 - Owner issue ages may range from 20 – 90
 - Age 85 referenced in the GMDB Riders may vary from 70 to 95
 - The following ages referenced in this section of the rider may vary within the range of plus or minus 10 years: 70, 71, and 76
 - The Annual Roll Up and Deferral Bonus Roll Up Rates may vary within the range of 0.5% - 10%

7A: If GMIB is made available to issue age 80, between issue ages 76 and 80, if GMIB is elected, the only GMDB available will be Return of Principal GMDB. Accordingly the following footnote will connect to the Owner issue age in Section 5: "5. If the Owner's issue age is 76 or older, the only GMDB available is the Return of Principal GMDB."
8. In Section 7, Special Money Market DCA durations may change or additional periods may be added, such as 18 or 24 months.
9. In Section 8, the Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%.
10. In Section 8 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes

the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The percentage ranges for the various Investment Options and Categories minimums may range from "none" to 100%, maximums may range from 1% to 100%. The category names for the Investment Options may change based on the Company's asset classification. Categories may be deleted, added or merged based on current asset allocation rules. The list of Allocation Rule fund exceptions, may be modified as such rules and/or funds change.

11. In Section 8, we reserve the right to change the minimum or maximum contribution amounts, which may change due to market conditions.
12. In Section 13 age 85 and 85th birthday referenced may range from 70-95. 30 days referenced may vary from 15-120 days.
13. In Section 14 commission options may be added or removed.

AXA EQUITABLE LIFE INSURANCE COMPANY
Statement of Variability
For Enrollment Forms and Applications **2011 App 02 ACC11**

The following comments describe the nature and scope of the variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. The address, web address, telephone numbers, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.
2. The Group Annuity Contract No. 2011GAC referenced in the header is subject to change.
3. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
4. In Section 1 the available methods of payment may vary by the type of markets offered.
5. In Section 2 the available types of ownership may vary by the type of markets offered.
6. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
7. In Section 5 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 5.
 - Owner issue ages may range from 20 – 90
 - Age 85 referenced in the GMDB Riders may vary from 70 to 95
 - The following ages referenced in this section of the rider may vary within the range of plus or minus 10 years: 70, 71, and 76
 - The Annual Roll Up and Deferral Bonus Roll Up Rates may vary within the range of 0.5% - 10%

7A: If GMIB is made available to issue age 80, between issue ages 76 and 80, if GMIB is elected, the only GMDB available will be Return of Principal GMDB. Accordingly the following footnote will connect to the Owner issue age in Section 5: "5. If the Owner's issue age is 76 or older, the only GMDB available is the Return of Principal GMDB."
8. In Section 7, Special Money Market DCA durations may change or additional periods may be added, such as 18 or 24 months.
9. In Section 8, the Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%.
10. In Section 8 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment

Options will be changed accordingly. The percentage ranges for the various Investment Options and Categories minimums may range from “none” to 100%, maximums may range from 1% to 100%. The category names for the Investment Options may change based on the Company’s asset classification. Categories may be deleted, added or merged based on current asset allocation rules. The list of Allocation Rule fund exceptions, may be modified as such rules and/or funds change.

11. In Section 8, we reserve the right to change the minimum or maximum contribution amounts, which may change due to market conditions.
12. In Section 13 age 85 and 85th birthday referenced may range from 70-95. 30 days referenced may vary from 15-120 days.
13. In Section 14 commission options may be added or removed.

AXA Equitable Life Insurance Company

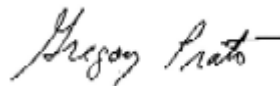
State of Arkansas

Certificate of Compliance – Bulletin 11-83

RE: ICC11BASE1-A – Individual Fixed and Variable Annuity – Contract
ICC11BASE2-A – Individual Fixed and Variable Annuity – Contract
ICC11DPACC-B – Individual Fixed and Variable Annuity – Data Pages
ICC11DPACC-C – Individual Fixed and Variable Annuity – Data Pages
ICC11DPACC-CP – Individual Fixed and Variable Annuity – Data Pages
ICC11DPACC-L – Individual Fixed and Variable Annuity – Data Pages
ICC11DP-TGAP-A – Individual Fixed and Variable Annuity – Data Pages
ICC11DP-TGAP-B – Individual Fixed and Variable Annuity – Data Pages
ICC11ATP – Individual Fixed and Variable Annuity – Endorsement
ICC11GOA – Individual Fixed and Variable Annuity – Endorsement
ICC11SDCA – Individual Fixed and Variable Annuity – Endorsement
ICC11MMSDCA – Individual Fixed and Variable Annuity – Endorsement
ICC11INHROTH1 – Individual Fixed and Variable Annuity – Endorsement
ICC11INHIRA1 – Individual Fixed and Variable Annuity – Endorsement
ICC11IRA1 – Individual Fixed and Variable Annuity – Endorsement
ICC11ROTH1 – Individual Fixed and Variable Annuity – Endorsement
ICC11NQ1 – Individual Fixed and Variable Annuity – Endorsement
ICC11QP-DB1 – Individual Fixed and Variable Annuity – Endorsement
ICC11QP-DC1 – Individual Fixed and Variable Annuity – Endorsement
ICC11GMDBGR – Individual Fixed and Variable Annuity – Rider
ICC11GMDBHAV – Individual Fixed and Variable Annuity – Rider
ICC11GMDBHAV-IB – Individual Fixed and Variable Annuity – Rider
ICC11EEB – Individual Fixed and Variable Annuity – Rider
ICC11GMIB – Individual Fixed and Variable Annuity – Rider
2011 App 01 ACC11 – Individual Fixed and Variable Annuity – Application
2011 App 02 ACC11 – Individual Fixed and Variable Annuity – Application
E 2011 App 02 ACC11 – Individual Fixed and Variable Annuity – Application

I, Gregory Prato, Assistant Vice President of AXA Equitable Life Insurance Company, do hereby certify that the guidelines of Arkansas Bulletin 11-83 have been reviewed, and that the above listed form(s) do comply with these guidelines.

BY:



Signature

Gregory Prato

Name

Assistant Vice President

Title

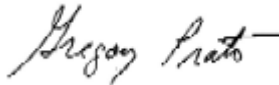
05/04/2011

Date

AXA Equitable Life Insurance Company
State of Arkansas
Certificate of Compliance – Regulation 19s 10B
Unfair Sex Discrimination in the Sale of Insurance

RE: ICC11BASE1-A – Individual Fixed and Variable Annuity – Contract
ICC11BASE2-A – Individual Fixed and Variable Annuity – Contract
ICC11DPACC-B – Individual Fixed and Variable Annuity – Data Pages
ICC11DPACC-C – Individual Fixed and Variable Annuity – Data Pages
ICC11DPACC-CP – Individual Fixed and Variable Annuity – Data Pages
ICC11DPACC-L – Individual Fixed and Variable Annuity – Data Pages
ICC11DP-TGAP-A – Individual Fixed and Variable Annuity – Data Pages
ICC11DP-TGAP-B – Individual Fixed and Variable Annuity – Data Pages
ICC11ATP – Individual Fixed and Variable Annuity – Endorsement
ICC11GOA – Individual Fixed and Variable Annuity – Endorsement
ICC11SDCA – Individual Fixed and Variable Annuity – Endorsement
ICC11MMSDCA – Individual Fixed and Variable Annuity – Endorsement
ICC11INHROTH1 – Individual Fixed and Variable Annuity – Endorsement
ICC11INHIRA1 – Individual Fixed and Variable Annuity – Endorsement
ICC11IRA1 – Individual Fixed and Variable Annuity – Endorsement
ICC11ROTH1 – Individual Fixed and Variable Annuity – Endorsement
ICC11NQ1 – Individual Fixed and Variable Annuity – Endorsement
ICC11QP-DB1 – Individual Fixed and Variable Annuity – Endorsement
ICC11QP-DC1 – Individual Fixed and Variable Annuity – Endorsement
ICC11GMDBGR – Individual Fixed and Variable Annuity – Rider
ICC11GMDBHAV – Individual Fixed and Variable Annuity – Rider
ICC11GMDBHAV-IB – Individual Fixed and Variable Annuity – Rider
ICC11EEB – Individual Fixed and Variable Annuity – Rider
ICC11GMIB – Individual Fixed and Variable Annuity – Rider
2011 App 01 ACC11 – Individual Fixed and Variable Annuity – Application
2011 App 02 ACC11 – Individual Fixed and Variable Annuity – Application
E 2011 App 02 ACC11 – Individual Fixed and Variable Annuity – Application

I, Gregory Prato, of AXA Equitable Life Insurance Company, do hereby certify that above listed form(s) meet the requirements of Regulation 19s 10B as well as all applicable requirements of the Arkansas Department of Insurance.

BY: 

Signature

Gregory Prato
Name

Assistant Vice President
Title

05/04/2011
Date

AXA Equitable Life Insurance Company

State of Arkansas

Consent To Submit Rates
And/Or Cost Bases For Approval

RE: ICC11BASE1-A – Individual Fixed and Variable Annuity – Contract
ICC11BASE2-A – Individual Fixed and Variable Annuity – Contract

The AXA Equitable Life Insurance Company (“Company”) does hereby consent and agree:

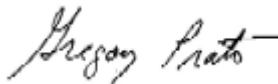
A. that all premium rates and/or cost bases, both “maximum” and “current or projected”, used in relation to the above listed policy form(s), must be filed with the Insurance Commissioner for the State of Arkansas, (“Commissioner”) at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

B. that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the Company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The Company must also document the method used to calculate its premium and range of rates.

AXA Equitable Life Insurance Company

BY:



Signature

Gregory Prato

Name

Assistant Vice President

Title

05/04/2011

Date



Richard Walsh
Assistant Vice President
Annuity Product Management & Filing

May 4, 2011

Ms. Julie Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN 13-5570651
See Attached Exhibit I, which lists the forms being filed.

Dear Ms. Benafield:

Filing Overview

We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms. The new forms (described below) include: two Contracts, six sets of Data Pages, five Riders, eleven Endorsements and three Applications.

These new forms will be used with certain previously approved forms to allow us to introduce four different share classes of our "Accumulator 11" Product. The four share classes differ by charges, minimum contributions and withdrawal charge schedules as shown in the Data Pages. In order to assist your review, we have highlighted these share class differences in the chart shown in Exhibit 2.

Applications

There is one Application for all share classes of the Accumulator 11 Series. In completing the application, the client elects either Investment Option A or Investment Option B. Investment Option A is the Asset Allocation Option and Investment Option B is the Custom Selection Option. Option B permits allocation to additional Variable Investment Options subject to certain category and percentage limitations which are described in Endorsement ICC11GOA, also submitted herein. The client also elects optional riders on the application. If the client elects GMIB I, he/she will be limited to Investment Option A; if he/she selects GMIB II he/she will be eligible to elect either Investment Option A or Investment Option B.

2011 App 01 ACC11 will be used by AXA Equitable's affiliated agency force and 2011 App 02 ACC11 will be used by our wholesale channel. We are also filing E ICC11 App 02 ACC11 which will be used in our wholesale channel by JP Morgan Chase ("Chase") general agency. Chase uses an electronic system that displays screens similar to the various sections of the aforementioned applications. Application information is gathered and entered into the Chase system by a

AXA Equitable Life Insurance Company
1290 Avenue of the Americas New York NY 10104 Mail Drop 14-05
Tel: (212) 314-3408 Fax: (212) 314-4824 Richard.Walsh@axa-equitable.com

financial professional. Once the applicant provides all required information, the system produces a customized application reflecting only the applicant's elections. Please note that, while the variability for application E ICC11 App 02 ACC11 is the same as the variability for the other applications, the Statement of Variability for E ICC11 App 02 ACC11 contains greater detail, i.e. it lists all available options which do not appear on the customized application.

Contract and Data Page Compilation

Upon approval, Contract ICC11BASE2-A will be issued with Data Pages ICC11DPACC-B, ICC11DPACC-L, and ICC11DPACC-CP, which all provide for withdrawal charges. Data Pages ICC11DPACC-C (without withdrawal charges) will be issued with Contract ICC11BASE1-A, also submitted herein for approval. Both contracts will be issued with various riders as elected and endorsements as applicable, as described below.

We are filing two sets of Data Pages which reflect different Tables of Guaranteed Annuity Payments under the Contracts. The rates are shown in Data Pages ICC11DP-TGAP-A and ICC11DP-TGAP-B. We will launch the product with only one set of these rates. We may introduce the alternate set of rates at a later date on a new business basis only. These Data Pages are applicable to both Contracts submitted herein.

Market Segment Endorsement

Also enclosed for your approval are the non-qualified and tax qualified market segment endorsements for the various submarkets in which this contract will be issued. These market segment endorsements have been drafted in consultation with our tax counsel.

Endorsement	Market Segment
ICC11INHROTH1	Inherited Roth IRA
ICC11INHIRA1	Inherited Traditional IRA
ICC11IRA1	Traditional IRA
ICC11ROTH1	Roth IRA
ICC11NQ1	Non-Qualified
ICC11QP-DB1	Qualified Plan-Defined Benefit
ICC11QP-DC1	Qualified Plan-Defined Contribution

Endorsements Applicable to Investment Options

Endorsement ICC11GOA is issued under Contracts when a client has elected Investment Option B, the Custom Selection Option. The endorsement describes the investment category and Investment Option limits applicable under this election.

Endorsement ICC11ATP describes our Asset Transfer Program. This endorsement is issued under the Contract when Guaranteed Minimum Income Benefit ("GMIB") is elected. The GMIB uses predetermined mathematical formulas to help AXA Equitable manage the guaranteed benefits available under the Contract through all market cycles. The endorsement details the operation of the Asset Transfer Program. This Program helps us to manage our financial exposure in providing the GMIB by moving assets into and out of the variable investment options the client has elected, as provided by the formulas. In essence, AXA Equitable seeks to preserve account value by transferring some or all of the client's assets to a more stable Investment Option, currently the ATP 10/90 Investment Option.

Additional Endorsements

The following dollar cost averaging Endorsements are also enclosed for your approval: ICC11SDCA and ICC11MMSDCA. ICC11SDCA is issued with B and L Share Contracts while ICC11MMSDCA is issued with C and CP Share Contracts.

Guaranteed Minimum Income Benefit Rider - (GMIB I and GMIB II)

Rider ICC11GMIB provides for an optional Guaranteed Minimum Income Benefit with Guaranteed Withdrawal Benefit for Life Conversion Benefit ("GMIB"). The Rider's GMIB benefit gives the owner the option to convert to a GWBL on

the last GMIB exercise date (the Contract Date Anniversary following attainment of age 85). The terms and conditions for the conversion option are included in the GMIB rider and are followed by a complete description of the “post conversion” GWBL benefit. If the owner does not elect an option at the last GMIB exercise date, the Contract automatically converts to the GWBL Benefit. This rider thereby provides the client an ongoing living benefit for life. The GMIB I Rider is issued if the client elects Investment Option A on the application while the GMIB II Rider is elected if the client elects Investment Option B. GMIB II offers more investment option choices and therefore has a higher charge. The Rider provides for an annual reset of the rollup benefit base on each Contract Date Anniversary. The charge may increase upon any reset but it will be no greater than the maximum charge stated in the Rider.

Guaranteed Minimum Death Benefit Riders

Riders ICC11GMDBGR, ICC11GMDBHAV, ICC11GMDBHAV-IB and ICC11EEB provide for an optional Guaranteed Minimum Death Benefit (“GMDB”). Rider ICC11GMDBGR provides an optional reset of the rollup benefit base of the Guaranteed Minimum Death Benefit and is available only in combination with Rider ICC11GMIB. It is available as the “Greater of” GMDB I or the “Greater of” GMDB II Rider, depending on which GMIB Rider is elected at application. If GMIB is voluntarily terminated, this rider will be automatically terminated at the same time. Riders ICC11GMDBHAV and ICC11GMDBHAV-IB are similar in that their benefit bases accrue in the same manner (benefit base is reset each Contract Date Anniversary if the AAV is greater than the then current benefit base) however the withdrawal treatments vary under the respective Riders. Under ICC11GMDBHAV-IB, which is issued only with the GMIB Rider, withdrawals are permitted on a dollar for dollar basis up to the Annual Rollup Amount described in the GMIB Rider. Under Rider ICC11GMDBHAV withdrawals occur on a pro-rata basis only. ICC11EEB provides an earnings enhancement benefit which varies based on age.

Request for Extension of Approval of Previously Approved Endorsements

We hereby request extension of approval of Endorsements ICC10TRBNS1 and ICC10CRT1, which were approved on 11/29/2010 under SERFF Tracking No. ELAS-126906880 for RC 11 4 Share. ICC10TRBNS1 described how Credits are applied under our bonus product and ICC10CRT1 is issued under Charitable Remainder Trust Contracts.

In addition, we have enclosed the Actuarial Basis Memorandum and Statements of Variability for the applicable enclosed forms.

We have reviewed Rule and Regulation 6 pertaining to variable annuity contracts, and to the best of our knowledge, with respect to the forms submitted, we are compliant therewith.

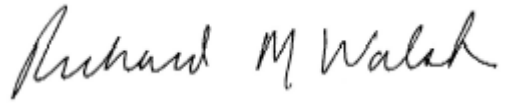
Federal Jurisdiction Exemption from Flesch Score

This contract is subject to federal jurisdiction and has been filed with the Securities and Exchange Commission. Accordingly, it is exempt from Flesch score requirements.

In order to meet our introduction date for this product, we are seeking an approval date by **July 22, 2011**. The required filing fee will be sent by express mail or EFT. We request that information contained in this letter and any attachments hereto be treated as confidential and be exempted from disclosure in accordance with the state’s Freedom of Information law or other similar laws, and we be notified prior to any proposed release of this information.

Any questions pertaining to the actuarial information in this filing should be referred to Jeffrey Rait at (212) 314-2944. For any other questions or if you need additional information, you may contact me at (212) 314-3408 or Greg Prato at (212) 314-5710.

Sincerely,

A handwritten signature in black ink that reads "Richard M. Walsh". The signature is written in a cursive style with a large, stylized 'R' and 'W'.

Richard Walsh
Assistant Vice President

Exhibit 1
New Forms Being Filed

ACCUMULATOR 11 – FORMS LIST

Base Contracts (2)	ICC11BASE1-A ICC11BASE2-A
Data Pages (6)	ICC11DPACC-B ICC11DPACC-C ICC11DPACC-CP ICC11DPACC-L ICC11DP-TGAP-A ICC11DP-TGAP-B
[non-market] Endorsements (4)	ICC11ATP ICC11GOA ICC11SDCA ICC11MMSDCA
Market Endorsements (7)	ICC11INHROTH1 ICC11INHIRA1 ICC11IRA1 ICC11ROTH1 ICC11NQ1 ICC11QP-DB1 ICC11QP-DC1
Riders(5)	ICC11GMDBGR ICC11GMDBHAV ICC11GMDBHAV-IB ICC11EEB ICC11GMIB
Applications (3)	2011 App 01 ACC11 2011 App 02 ACC11 E 2011 App 02 ACC11
TOTAL FORMS = [27]	

Exhibit 2
Share Class Data Page Charge/Contribution Distinctions

The following chart highlights the new AXA Equitable Variable Annuity product-specific charges.

Product → Contract and Data Pages →	B-Share ICC11BASE2-A and ICC11DPACC-B	Extra Credit ICC11BASE2-A and ICC11DPACC-CP	L-Share ICC11BASE2-A and ICC11DPACC-L	C-Share ICC11BASE1-A and ICC11DPACC-C
Daily Separate Account Charges*	1.30	1.55	1.65%	1.70
Minimum Contributions	\$5,000	\$10,000	\$10,000	\$25,000
Withdrawal Charge	7-yr (7/7/6/6/5/3/1)	9-yr (8/8/7/6/5/4/3/2/1/0)	4-yr (8/7/6/5)	No Surrender Charge

SERFF Tracking Number: ELAS-127154436 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 48678

Company Tracking Number: ICC11BASE1-A

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Accumulator 11

Project Name/Number: Accumulator 11/ICC11BASE1-A

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/04/2011	Form	Accumulator All Series Application for an Individual Annuity	05/18/2011	Enrollment Form-Application - 2011 App 02 ACC11.pdf (Superseded)
05/04/2011	Form	Accumulator All Series Application for an Individual Annuity	05/18/2011	Enrollment Form-Application - 2011 App 01 ACC11.pdf (Superseded)
05/04/2011	Supporting Document	Variable Text/SOV Memorandums	05/18/2011	Acc11-SOV B Share Data Pgs_Non ICC indiv.pdf Acc11-SOV C Share Data Pgs_Non ICC indiv.pdf Acc11-SOV CP Share Data Pgs_Non ICC indiv.pdf Acc11-SOV L Share Data Pgs_Non ICC indiv.pdf ICC11 VTM for Market Endorsements_Non ICC indiv.pdf VTM ICC11GMDB_Non ICC indiv.pdf VTM ICC11GMIB_Non ICC indiv.pdf VTM ICC11GOA ICC11ATP ICC11SDCA and ICC11MMSDCA_Non ICC indiv.pdf SOV - Gen - 2011 App 01

<i>SERFF Tracking Number:</i>	<i>ELAS-127154436</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48678</i>
<i>Company Tracking Number:</i>	<i>ICC11BASE1-A</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Accumulator 11</i>		
<i>Project Name/Number:</i>	<i>Accumulator 11/ICC11BASE1-A</i>		

ACC11.pdf (Superceded)
SOV - Gen - 2011 App 02
ACC11.pdf (Superceded)
SOV - Gen - E 2011 App 02
ACC11.pdf

ACCUMULATORSM ALL SERIES

Enrollment Form/Application

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. [2011GAC] and
Application for Individual Contract

Please make checks payable to:

AXA Equitable
First-Class Mail:

AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577

AXA **AXA EQUITABLE**

Express Mail:

AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619

For Assistance, please call [888-517-9900]
[www.axa-equitable.com]

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series:

- Series availability varies and is subject to state and firm approval.

☐ Series B ☐ Series L ☐ Series CP[®] ☐ Series C

B. Choose a Contract Type.

[Available for All Series

- ☐ Non-Qualified
- ☐ Traditional IRA
- ☐ Roth IRA

NOT available for all Series.

- ☐ Qualified Plan Defined Contribution (DC) (Not available for Series C)
- ☐ Qualified Plan Defined Benefit (DB) (Not available for Series C)
- ☐ Inherited IRA BCO¹ (Direct Transfer of Decedent IRA) (Not available for Series CP[®])
- ☐ Inherited Roth IRA BCO¹ (Direct Transfer of Decedent Roth IRA) (Not available for Series CP[®])
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹ (Not available for Series CP[®])
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO¹ (Not available for Series CP[®])

C. Total Initial Contribution(s): \$ _____

Series CP[®] only: Expected First Twelve Months Contribution(s): \$ _____

The Amount entered determines the Series CP[®] Credit Percentage and assumes multiple Contributions will be made (see Section 13).

Specify Method(s) of Payment:

- ☐ Check or Wire
- ☐ 1035 Exchange (from Single Owner Contract, NQ only)
- ☐ 1035 Exchange (from Joint Owner Contract, NQ only)
- ☐ CD or Mutual Fund Proceeds (NQ only)
- ☐ Direct Transfer (IRA or Roth)
- ☐ Rollover from eligible retirement plan (IRA or Roth)
- ☐ IRA Regular Contribution for the year 20__ (IRA or Roth)²
- ☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA only)¹ (Not available for Series CP[®])
- ☐ Direct Rollover (Non-Spousal Beneficiary QP to an Inherited Roth IRA)¹ (Not available for Series CP[®])

¹ GMIB is not available.

² Available for Series B only.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104



2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

- ☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB)¹ ☐ UGMA/UTMA (State _____ Child's SSN _____)
☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner²
☐ Non-Spousal Beneficiary of Deceased QP Participant²
☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 4.

_____ Email Address

Patriot Act Information¹

- ☐ 1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No
☐ 2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

¹The annuitant must complete this section if the owner is not an individual.

B. Joint Owner (Must be legal resident of US.)

- The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

_____ Email Address

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

C. Annuitant (If other than Owner.)¹☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

¹ Annuitant must complete the Patriot Act Information section if the owner is NOT an individual.**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)
2. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)
3. _____	_____ %	_____	_____
Primary Beneficiary Name		Relationship to Owner	Date of Birth (optional)

B. Contingent

1. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)
2. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)
3. _____	_____ %	_____	_____
Contingent Beneficiary Name		Relationship to Owner	Date of Birth (optional)

4. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted _____ City _____ State _____ Zip Code _____

5. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 8 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

A. Guaranteed Minimum Income Benefit (GMIB)¹



Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section.

- GMIB is declined unless "Yes" is checked below.
- Owner issue ages ~~20-75~~

There are two roll up rates that apply to the Roll up Benefit base. A Deferral Roll up rate of 5.5% is applicable at contract issue and until you begin taking withdrawals from the contract. An Annual Roll up Rate of 5% will apply beginning in the year in which you take a withdrawal through age 85.

You may ONLY pick GMIB I—Asset Allocation or GMIB II—Custom Selection, not both.

1. GMIB I—Asset Allocation

- If you elect GMIB I, you must elect Option A in Section 8.

Choose One:

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Highest Anniversary Value to Age ~~85~~ GMDB
- ☐ Yes, I wish to elect GMIB I and Return of Principal GMDB³

2. GMIB II—Custom Selection

- If you elect GMIB II, you can elect either Option A or B in Section 8.

Choose One:

- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Highest Anniversary Value to Age ~~85~~ GMDB
- ☐ Yes, I wish to elect GMIB II and Return of Principal GMDB³

B. Guaranteed Minimum Death Benefit (GMDB)



If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.
- For Owner issue ages ~~76-85~~ the Certificate/Contract will be issued with Return of Principal GMDB.⁴
- ☐ Return of Principal GMDB³— Owner issue ages ~~0-85~~
- ☐ Highest Anniversary Value — Owner issue ages ~~0-75~~

C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB⁵ — Owner issue ages ~~0-75~~

6. Annual Reset Election

If you elected GMIB I or GMIB II in section 5A, your contract will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible.

To opt out of the Automatic Reset Program, please check the box below.

- ☐ I decline the Automatic Reset Program.

Or to elect a Customized Reset Program, check the box below.

- ☐ **Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year _____ only. I understand that resets will only occur during this time period if I am eligible.

Resets will occur automatically unless such automatic resets are or have been terminated. The reset will result in a new wait period of up to 10 years to exercise the GMIB and it may result in a higher charge.

¹ Not available for Inherited IRA/Inherited Roth IRA.

² The maximum issue age for Series CP[®] is ~~70~~ therefore any references to Owner issue ages ~~71~~ and older do not apply.

³ There is no charge for the Return of Principal death benefit.

⁴ The maximum issue age for Series CP[®] is ~~70~~ therefore any references to Owner issue ages ~~76~~ and older are replaced with ~~71~~ and older for Series CP[®].

⁵ Not available for Qualified Plan Defined Benefit or Qualified Plan Defined Contribution.

7. Special Dollar Cost Averaging Programs

- If you elect a Special DCA program below, you must allocate 100% of your initial contribution to that Special DCA program. You must also choose the Investment Options in Section 8 to which amounts will be transferred from the Special DCA Account.
- All future contributions will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Investment Options according to the instructions below.

Check box for one time period.

☐ 3 months ☐ 6 months ☐ 12 months

- Special DCA – Applies if Series B or Series L is elected in Section 1.
- Special Money Market DCA – Applies if Series CP® or Series C is elected in Section 1.
- You may have one DCA program in effect at any given time.

8. Investment Selection

Contribution Allocation – You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation Column, which must total 100%. All future contributions will be allocated according to the percentage below unless instructed otherwise by you.

If GMIB I, Asset Allocation was elected you **MUST** choose Option A.
If GMIB II, Custom Selection was elected you may choose either Option A below or Option B on page 6.

☐ **Option A:**

Contribution
Allocation %
(Required)

Fixed Account — Percentages must be whole numbers

_____ % Guaranteed Interest Option (GIO)

The maximum allocation to GIO is 25% of your Contribution.

Variable Investment Options — Percentages must be whole numbers

Asset Allocation

_____ % AXA Balanced Strategy
_____ % AXA Conservative Growth Strategy
_____ % AXA Conservative Strategy
_____ % AXA Growth Strategy
_____ % AXA Moderate Growth Strategy
_____ % EQ/Money Market

100%

TOTAL

☐ **Option B:**

- Percentages must be whole numbers.
- Under Option B, your account value is automatically rebalanced to these allocations quarterly, based on your Contract Year.
- Option B is not available if you elected GMIB I – Asset Allocation in Section 5.

**Contribution
Allocation %
(Required)**

Category 1:

Fixed Income – You must allocate at least 30% of your Contribution to this Investment Option Category.

* You may not allocate more than 30% to this fund.

- _____ % EQ/Core Bond Index
- _____ % EQ/Intermediate Government Bond Index
- _____ % EQ/Money Market*
- _____ % EQ/Quality Bond PLUS
- _____ % Multimanager Core Bond

Category 2:

Asset Allocation/Indexed – You may allocate up to 70% of your Contribution to this Investment Option Category. You must allocate at least 20% of your Contribution to this Investment Option Category if you select funds within Category 3 or Category 4.

* You may not exceed 40% per fund.

- _____ % AXA Balanced Strategy
- _____ % AXA Conservative Growth Strategy
- _____ % AXA Conservative Strategy
- _____ % AXA Growth Strategy
- _____ % AXA Moderate Growth Strategy
- _____ % AXA Tactical Manager 400*
- _____ % AXA Tactical Manager 500*
- _____ % AXA Tactical Manager 2000*
- _____ % AXA Tactical Manager International*

Category 3:

Core Diversified – You may allocate up to 50% of your Contribution to this Investment Option Category. You may not exceed 25% per fund within this category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AXA Franklin Small Cap Value Core
- _____ % EQ/Equity Growth PLUS
- _____ % EQ/Franklin Core Balanced
- _____ % EQ/Franklin Templeton Allocation
- _____ % EQ/Global Bond PLUS
- _____ % EQ/Global Multi-Sector Equity
- _____ % EQ/International Core PLUS

**Contribution
Allocation %
(Required)**

Category 3 (continued):

- _____ % EQ/Large Cap Core PLUS
- _____ % EQ/Large Cap Growth PLUS
- _____ % EQ/Large Cap Value PLUS
- _____ % EQ/Mid Cap Value PLUS
- _____ % EQ/Mutual Large Cap Equity
- _____ % EQ/Templeton Global Eq
- _____ % Multimanager Aggressive Equity
- _____ % Multimanager International Equity
- _____ % Multimanager Large Cap Core Equity
- _____ % Multimanager Large Cap Value
- _____ % Multimanager Mid Cap Growth
- _____ % Multimanager Mid Cap Value
- _____ % Multimanager Multi-Sector Bond
- _____ % Multimanager Small Cap Growth
- _____ % Multimanager Small Cap Value

Category 4:

Specialty – You may allocate up to 25% of your contribution to this Investment Option Category. You may not exceed 15% per fund within this Category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % All Asset Allocation
- _____ % EQ/AllianceBernstein Small Cap Growth
- _____ % EQ/Boston Advisors Equity Income
- _____ % EQ/Calvert Socially Responsible
- _____ % EQ/Capital Guardian Research
- _____ % EQ/Davis New York Venture
- _____ % EQ/GAMCO Small Company Value
- _____ % EQ/International Growth
- _____ % EQ/JPMorgan Value Opportunities
- _____ % EQ/Lord Abbett Large Cap Core
- _____ % EQ/Montag & Caldwell Growth
- _____ % EQ/Morgan Stanley Mid Cap Gr
- _____ % EQ/Oppenheimer Global
- _____ % EQ/PIMCO Ultra Short Bond
- _____ % EQ/T. Rowe Price Growth Stock
- _____ % EQ/UBS Growth & Income
- _____ % EQ/Van Kampen Comstock
- _____ % EQ/Wells Fargo Advantage Omega Gr
- _____ % Multimanager Technology

OPTION B TOTALS – MUST EQUAL 100%

$$\frac{\text{Category 1}}{\text{Category 1}} \% + \frac{\text{Category 2}}{\text{Category 2}} \% + \frac{\text{Category 3}}{\text{Category 3}} \% + \frac{\text{Category 4}}{\text{Category 4}} \% = \frac{100}{\text{TOTAL}} \%$$

9. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my registered representative named in Section 14 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

10. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ Yes ☐ No

If **Yes** to question number 2, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

11. Contract State

We will issue and deliver a contract to you based on your state of primary residence. If you sign the enrollment form/ application in a state other than your primary residence state:

I certify that either:

- ☐ I have a second residence where the enrollment form/application was signed (the state of sale) or
- ☐ I work or maintain a business in the state where the enrollment form/application was signed (the state of sale).

12. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

13. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- I understand that Credits will be allocated to my Account Value based on the Expected First Year Contribution Amount and that, if actual first year total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Account Value.
- Fees, Charges and Investment Options vary by Series.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 5. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 5.
- Withdrawals under the Certificate/Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 5 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- Unless otherwise declined, eligible contracts will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible. Resets will occur automatically unless such automatic resets are or have been terminated. The annual reset will result in a new wait period of up to 10 years to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset and the charge for the "Greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday. There will be no further Highest Anniversary Value increases, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☐ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

14. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Registered Representative Signature Social Security Number or Rep. Code
% () -
Print Name Phone Number

Client Account Number at Broker-Dealer Email Address Broker-Dealer Name

X

Secondary Registered Representative Signature Social Security Number or Rep. Code
% () -
Print Name Phone Number

X

Tertiary Registered Representative Signature Social Security Number or Rep. Code
% () -
Print Name Phone Number

Registered Representative Use Only. Contact your home office for program information.

☐ Option I ☐ Option II ☐ Option III¹ ☐ Option IV² ☐ Option V³

(Once selected, program cannot be changed.)

¹ Not applicable to Series C.

² Not applicable to Series CP[®] & C.

³ Applicable to Series B only.

AXA EQUITABLE LIFE INSURANCE COMPANY
Statement of Variability
For Enrollment Forms and Applications **2011 App 01 ACC11**

The following comments describe the nature and scope of the variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. The address, web address, telephone numbers, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.
2. The Group Annuity Contract No. 2011GAC referenced in the header is subject to change.
3. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
4. In Section 1 the available methods of payment may vary by the type of markets offered.
5. In Section 2 the available types of ownership may vary by the type of markets offered.
6. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
7. In Section 5 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 5.
 - Owner issue ages may range from 20 – 90
 - Age 85 referenced in the GMDB Riders may vary from 70 to 95
 - The following ages referenced in this section of the rider may vary within the range of plus or minus 10 years: 70, 71, and 76

7A: If GMIB is made available to issue age 80, between issue ages 76 and 80, if GMIB is elected, the only GMDB available will be Return of Principal GMDB. Accordingly the following footnote will connect to the Owner issue age in Section 5: "5. If the Owner's issue age is 76 or older, the only GMDB available is the Return of Principal GMDB."
8. In Section 7, Special Money Market DCA durations may change or additional periods may be added, such as 18 or 24 months.
9. In Section 8, the Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%.
10. In Section 8 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The percentage ranges for the various Investment

Options and Categories minimums may range from “none” to 100%, maximums may range from 1% to 100%. The category names for the Investment Options may change based on the Company’s asset classification. Categories may be deleted, added or merged based on current asset allocation rules. The list of Allocation Rule fund exceptions, may be modified as such rules and/or funds change.

11. In Section 8, we reserve the right to change the minimum or maximum contribution amounts, which may change due to market conditions.
12. In Section 13 age 85 and 85th birthday referenced may range from 70-95. 30 days referenced may vary from 15-120 days.
13. In Section 14 commission options may be added or removed.

AXA EQUITABLE LIFE INSURANCE COMPANY
Statement of Variability
For Enrollment Forms and Applications **2011 App 02 ACC11**

The following comments describe the nature and scope of the variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. The address, web address, telephone numbers, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.
2. The Group Annuity Contract No. 2011GAC referenced in the header is subject to change.
3. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
4. In Section 1 the available methods of payment may vary by the type of markets offered.
5. In Section 2 the available types of ownership may vary by the type of markets offered.
6. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
7. In Section 5 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 5.
 - Owner issue ages may range from 20 – 90
 - Age 85 referenced in the GMDB Riders may vary from 70 to 95
 - The following ages referenced in this section of the rider may vary within the range of plus or minus 10 years: 70, 71, and 76

7A: If GMIB is made available to issue age 80, between issue ages 76 and 80, if GMIB is elected, the only GMDB available will be Return of Principal GMDB. Accordingly the following footnote will connect to the Owner issue age in Section 5: "5. If the Owner's issue age is 76 or older, the only GMDB available is the Return of Principal GMDB."
8. In Section 7, Special Money Market DCA durations may change or additional periods may be added, such as 18 or 24 months.
9. In Section 8, the Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%.
10. In Section 8 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The percentage ranges for the various Investment Options and Categories minimums may range from "none" to 100%, maximums may range

from 1% to 100%. The category names for the Investment Options may change based on the Company's asset classification. Categories may be deleted, added or merged based on current asset allocation rules. The list of Allocation Rule fund exceptions, may be modified as such rules and/or funds change.

11. In Section 8, we reserve the right to change the minimum or maximum contribution amounts, which may change due to market conditions.
12. In Section 13 age 85 and 85th birthday referenced may range from 70-95. 30 days referenced may vary from 15-120 days.
13. In Section 14 commission options may be added or removed.

ACCUMULATORSM ALL SERIES

Enrollment Form/Application

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. [2011GAC] and
Application for Individual Contract

Please make checks payable to:

AXA Equitable

First-Class Mail:

AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577

AXA AXA EQUITABLE

Express Mail:

AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619

For Assistance, please call [800-338-3434]

[www.axa-equitable.com]
AXA Advisors, LLC

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series:

- Series availability varies and is subject to state and firm approval.

☐ **Series B** ☐ **Series L** ☐ **Series CP[®]** ☐ **Series C**

B. Choose a Contract Type.

Available for All Series

- ☐ Non-Qualified
☐ Traditional IRA
☐ Roth IRA

NOT available for all Series.

- ☐ Qualified Plan Defined Contribution (DC) (Not available for Series C)
☐ Qualified Plan Defined Benefit (DB) (Not available for Series C)
☐ Inherited IRA BCO¹ (Direct Transfer of Decedent IRA) (Not available for Series CP[®])
☐ Inherited Roth IRA BCO¹ (Direct Transfer of Decedent Roth IRA) (Not available for Series CP[®])
☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹ (Not available for Series CP[®])
☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO¹ (Not available for Series CP[®])

C. Total Initial Contribution(s): \$ _____

Series CP[®] only: Expected First Twelve Months Contribution(s): \$ _____

The Amount entered determines the Series CP[®] Credit Percentage and assumes multiple Contributions will be made (see Section 13).

Specify Method(s) of Payment:

- | | |
|--|--|
| <input type="checkbox"/> Check or Wire | <input type="checkbox"/> Rollover from eligible retirement plan (IRA or Roth) |
| <input type="checkbox"/> 1035 Exchange (from Single Owner Contract, NQ only) | <input type="checkbox"/> IRA Regular Contribution for the year 20__
(IRA or Roth) ² |
| <input type="checkbox"/> 1035 Exchange (from Joint Owner Contract, NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to
Inherited IRA only) ¹ (Not available for Series CP [®]) |
| <input type="checkbox"/> CD or Mutual Fund Proceeds (NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to an
Inherited Roth IRA) ¹ (Not available for Series CP [®]) |
| <input type="checkbox"/> Direct Transfer (IRA or Roth) | |

¹ GMIB is not available.

² Available for Series B only.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104



2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

- ☒ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB)¹ ☐ UGMA/UTMA (State _____ Child's SSN _____)
- ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner²
- ☐ Non-Spousal Beneficiary of Deceased QP Participant²
- ☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____ Daytime Phone # _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 4.

Email Address _____

Patriot Act Information¹

- ☒ 1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

¹The annuitant must complete this section if the owner is not an individual.

B. Joint Owner (Must be legal resident of US.)

- The individual designated below is the Joint Owner.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

Email Address _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

C. Annuitant(If other than Owner.)¹☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

¹Annuitant must complete the Patriot Act Information section if the owner is NOT an individual.**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted _____ City _____ State _____ ZIP Code _____

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____	_____ %	Relationship to Owner _____	Date of Birth (optional) _____
Primary Beneficiary Name			
2. _____	_____ %	Relationship to Owner _____	Date of Birth (optional) _____
Primary Beneficiary Name			
3. _____	_____ %	Relationship to Owner _____	Date of Birth (optional) _____
Primary Beneficiary Name			

B. Contingent

1. _____	_____ %	Relationship to Owner _____	Date of Birth (optional) _____
Contingent Beneficiary Name			
2. _____	_____ %	Relationship to Owner _____	Date of Birth (optional) _____
Contingent Beneficiary Name			
3. _____	_____ %	Relationship to Owner _____	Date of Birth (optional) _____
Contingent Beneficiary Name			

4. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted _____ City _____ State _____ Zip Code _____

5. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 8 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

A. Guaranteed Minimum Income Benefit (GMIB)¹



Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section.

- GMIB is declined unless "Yes" is checked below.

- Owner issue ages 20-75²

There are two roll up rates that apply to the Roll up Benefit base. A Deferral Roll up rate of 5.5% is applicable at contract issue and until you begin taking withdrawals from the contract. An Annual Roll up Rate of 5% will apply beginning in the year in which you take a withdrawal through age 85.

You may ONLY pick GMIB I—Asset Allocation or GMIB II—Custom Selection, not both.

1. GMIB I—Asset Allocation

- If you elect GMIB I, you must elect Option A in Section 8.

Choose One:

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Highest Anniversary Value to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB I and Return of Principal GMDB³

2. GMIB II—Custom Selection

- If you elect GMIB II, you can elect either Option A or B in Section 8.

Choose One:

- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Highest Anniversary Value to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB II and Return of Principal GMDB³

B. Guaranteed Minimum Death Benefit (GMDB)



If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.

- For Owner issue ages 76-85, the Certificate/Contract will be issued with Return of Principal GMDB.⁴

- ☐ Return of Principal GMDB³ – Owner issue ages 0-85
- ☐ Highest Anniversary Value – Owner issue ages 0-75⁵

C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB⁵ – Owner issue ages 0-75

6. Annual Reset Election

If you elected GMIB I or GMIB II in section 5A, your contract will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible. To opt out of the Automatic Reset Program, please check the box below.

☐ I decline the Automatic Reset Program.

Or to elect a Customized Reset Program, check the box below.

☐ **Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year ____ only. I understand that resets will only occur during this time period if I am eligible.

Resets will occur automatically unless such automatic resets are or have been terminated. The reset will result in a new wait period of up to 10 years to exercise the GMIB and it may result in a higher charge.

¹ Not available for Inherited IRA/Inherited Roth IRA.

² The maximum issue age for Series CP® is 70 therefore any references to Owner issue ages 71 and older do not apply.

³ There is no charge for the Return of Principal death benefit.

⁴ The maximum issue age for Series CP® is 70 therefore any references to Owner issue ages 76 and older are replaced with 71 and older for Series CP®.

⁵ Not available for Qualified Plan Defined Benefit or Qualified Plan Defined Contribution.

7. Special Dollar Cost Averaging Programs

- If you elect a Special DCA program below, you must allocate 100% of your initial contribution to that Special DCA program. You must also choose the Investment Options in Section 8 to which amounts will be transferred from the Special DCA Account.
- All future contributions will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Investment Options according to the instructions below.

Check box for one time period.

☒ 3 months ☐ 6 months ☐ 12 months

- Special DCA – Applies if Series B or Series L is elected in Section 1.
- Special Money Market DCA – Applies if Series CP® or Series C is elected in Section 1.
- You may have one DCA program in effect at any given time.

8. Investment Selection

Contribution Allocation – You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation Column, which must total 100%. All future contributions will be allocated according to the percentage below unless instructed otherwise by you.

If GMIB I, Asset Allocation was elected you **MUST** choose Option A.
If GMIB II, Custom Selection was elected you may choose either Option A below or Option B on page 6.

☐ **Option A:**

Contribution
Allocation %
(Required)

Fixed Account — Percentages must be whole numbers

_____ % Guaranteed Interest Option (GIO)

The maximum allocation to GIO is 25% of your Contribution.

Variable Investment Options — Percentages must be whole numbers

Asset Allocation

_____ % AXA Balanced Strategy
_____ % AXA Conservative Growth Strategy
_____ % AXA Conservative Strategy
_____ % AXA Growth Strategy
_____ % AXA Moderate Growth Strategy
_____ % EQ/Money Market

100%

TOTAL

☐ **Option B:**

- Percentages must be whole numbers.
- Under Option B, your account value is automatically rebalanced to these allocations quarterly, based on your Contract Year.
- Option B is not available if you elected GMIB I – Asset Allocation in Section 5.

**Contribution
Allocation %
(Required)**

[Category 1:

Fixed Income – You must allocate at least 30% of your Contribution to this Investment Option Category.

* You may not allocate more than 30% to this fund.

- _____ % EQ/Core Bond Index
- _____ % EQ/Intermediate Government Bond Index
- _____ % EQ/Money Market*
- _____ % EQ/Quality Bond PLUS
- _____ % Multimanager Core Bond

[Category 2:

Asset Allocation/Indexed – You may allocate up to 70% of your Contribution to this Investment Option Category. You must allocate at least 20% of your Contribution to this Investment Option Category if you select funds within Category 3 or Category 4.

* You may not exceed 40% per fund.

- _____ % AXA Balanced Strategy
- _____ % AXA Conservative Growth Strategy
- _____ % AXA Conservative Strategy
- _____ % AXA Growth Strategy
- _____ % AXA Moderate Growth Strategy
- _____ % AXA Tactical Manager 400*
- _____ % AXA Tactical Manager 500*
- _____ % AXA Tactical Manager 2000*
- _____ % AXA Tactical Manager International*

[Category 3:

Core Diversified – You may allocate up to 50% of your Contribution to this Investment Option Category. You may not exceed 25% per fund within this category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AXA Franklin Small Cap Value Core
- _____ % EQ/Equity Growth PLUS
- _____ % EQ/Franklin Core Balanced
- _____ % EQ/Franklin Templeton Allocation
- _____ % EQ/Global Bond PLUS
- _____ % EQ/Global Multi-Sector Equity
- _____ % EQ/International Core PLUS

**Contribution
Allocation %
(Required)**

[Category 3](continued):

- _____ % EQ/Large Cap Core PLUS
- _____ % EQ/Large Cap Growth PLUS
- _____ % EQ/Large Cap Value PLUS
- _____ % EQ/Mid Cap Value PLUS
- _____ % EQ/Mutual Large Cap Equity
- _____ % EQ/Templeton Global Eq
- _____ % Multimanager Aggressive Equity
- _____ % Multimanager International Equity
- _____ % Multimanager Large Cap Core Equity
- _____ % Multimanager Large Cap Value
- _____ % Multimanager Mid Cap Growth
- _____ % Multimanager Mid Cap Value
- _____ % Multimanager Multi-Sector Bond
- _____ % Multimanager Small Cap Growth
- _____ % Multimanager Small Cap Value

[Category 4:

Specialty – You may allocate up to 25% of your contribution to this Investment Option Category. You may not exceed 15% per fund within this Category. You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % All Asset Allocation
- _____ % EQ/AllianceBernstein Small Cap Growth
- _____ % EQ/Boston Advisors Equity Income
- _____ % EQ/Calvert Socially Responsible
- _____ % EQ/Capital Guardian Research
- _____ % EQ/Davis New York Venture
- _____ % EQ/GAMCO Small Company Value
- _____ % EQ/International Growth
- _____ % EQ/JPMorgan Value Opportunities
- _____ % EQ/Lord Abbett Large Cap Core
- _____ % EQ/Montag & Caldwell Growth
- _____ % EQ/Morgan Stanley Mid Cap Gr
- _____ % EQ/Oppenheimer Global
- _____ % EQ/PIMCO Ultra Short Bond
- _____ % EQ/T. Rowe Price Growth Stock
- _____ % EQ/UBS Growth & Income
- _____ % EQ/Van Kampen Comstock
- _____ % EQ/Wells Fargo Advantage Omega Gr
- _____ % Multimanager Technology

OPTION B TOTALS – MUST EQUAL 100%

$$\begin{array}{l} \text{Category 1} \end{array} \% + \begin{array}{l} \text{Category 2} \end{array} \% + \begin{array}{l} \text{Category 3} \end{array} \% + \begin{array}{l} \text{Category 4} \end{array} \% = \frac{100}{\text{TOTAL}} \%$$

9. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my Financial Professional named in Section 14 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

10. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes** to question number 2, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

11. Contract State

We will issue and deliver a contract to you based on your state of primary residence. If you sign the enrollment form/application in a state other than your primary residence state:

I certify that either:

☐ I have a second residence where the enrollment form/application was signed (the state of sale) or

☐ I work or maintain a business in the state where the enrollment form/application was signed (the state of sale).

12. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

13. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No Financial Professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- I understand that Credits will be allocated to my Account Value based on the Expected First Year Contribution Amount and that, if actual first year total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Account Value.
- Fees, Charges and Investment Options vary by Series.

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 5. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 5.
- Withdrawals under the Certificate/Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 5 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- Unless otherwise declined, eligible contracts will automatically issue with the Automatic Reset program. The Automatic Reset program resets my Roll Up Benefit Base(s) each year that I am eligible. Resets will occur automatically unless such automatic resets are or have been terminated. The annual reset will result in a new wait period of up to 10 years to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset and the charge for the "Greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age/85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least/30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised/30 days after the contract anniversary following my/85th birthday. There will be no further Highest Anniversary Value increases, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☐ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

X	Proposed Owner's Signature Signed at:	City, State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

14. Financial Professional Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Financial Professional Signature _____ Social Security Number _____ or Rep. Code _____
_____ % () -
Print Name _____ Phone Number _____

Client Account Number at Broker-Dealer _____ Email Address _____ Broker-Dealer Name _____

X

Secondary Financial Professional Signature _____ Social Security Number _____ or Rep. Code _____
_____ % () -
Print Name _____ Phone Number _____

X

Tertiary Financial Professional Signature _____ Social Security Number _____ or Rep. Code _____
_____ % () -
Print Name _____ Phone Number _____

Financial Professional Use Only. Contact your home office for program information.

☐ Option I ☐ Option II

(Once selected, program cannot be changed.)

¹ Not applicable to Series C.